

EXHIBIT A

EXECUTION DRAFT

GROUND LEASE

THIS GROUND LEASE ("Lease"), made by and between STAFFORD RT, LLC, a Georgia limited liability company ("Lessor"), whose mailing address is 1805 U.S. Highway 82 West, P.O. Box 269, Tifton, Georgia 31793 and RUBY TUESDAY, INC., a Georgia corporation ("hereinafter called "Ruby Tuesday"), whose mailing address is 150 West Church Avenue, Maryville, Tennessee 37801.

* or "Lessee"

WITNESSETH:

1. PREMISES:

In consideration of the rents, covenants and agreements hereinafter set forth, Lessor does hereby demise and lease to Ruby Tuesday, and Ruby Tuesday does hereby take and hire from Lessor, the Real Property situated in Tifton, County of Tift, and State of Georgia, containing approximately 1.332 usable acres of land, and any and all improvements which now are or which shall be situated on said real property (the "Real Property") together with all rights, easements and appurtenances thereunto belonging or appertaining (collectively referred to herein as the "Leased Premises"), said Leased Premises being those more fully described in Exhibit "A" attached hereto and made a part hereof by reference.

Lessor and Ruby Tuesday mutually agree that the drawings or description attached hereto as Exhibit "A" constitutes the Leased Premises to the best of their knowledge, but that the same do not constitute a legal description of the Leased Premises. Lessor and Ruby Tuesday further agree that upon the completion of the survey and, if applicable, plan of subdivision, pursuant to Subsection C of Section 8 hereof, this Lease shall be amended by attaching the description of the Leased Premises from said survey as Exhibit "A-1" which Exhibit "A-1" shall be deemed to be the legal description of the Leased Premises for the purposes of this Lease.

Reference is made to the site plan attached as Exhibit "B" hereto and incorporated herein by reference ("Site Plan"). Lessor does hereby grant and convey to Ruby Tuesday, for the term of the Lease and any extensions and renewals thereof, and for the period of time during which Ruby Tuesday is not in material breach of this Lease (after the expiration of all applicable notice and cure periods), for the benefit of the Leased Premises, a perpetual, non-exclusive, uninterrupted right, privilege and easement, which right, privilege and easement shall be appurtenant to and pass with the title to the Leased Premises, for the purposes of (a) pedestrian and vehicular ingress and egress and parking of vehicles over, under, across and through drive lanes, drive aisles, the fifteen (15) specific parking spaces depicted as "Ruby Tuesday Off-Site Parking Spaces" on the Site Plan ("Ruby Tuesday Off-Site Parking Spaces"), walkways, and other common areas as they exist now and from time to time on the Lessor's Larger Tract, as defined in Section 17A hereinbelow; (b) erecting, maintaining and placing a sign on the portion of Lessor's Larger Tract identified as "Ruby Tuesday Sign Area" on Exhibit "B-1" attached hereto and incorporated herein by reference ("Ruby Tuesday Sign Area") together with the right to go on Lessor's Larger Tract to install, construct, operate and maintain perpetually a sign with the necessary electric lights, electric lines, poles, footings and attachments in the Ruby Tuesday Sign Area, pursuant to the Sign Lease ("Sign Lease") attached as Exhibit "C", attached hereto and incorporated herein by reference, to be executed by the landlord therein simultaneously with this Lease; (c) the right and an easement to construct, maintain and use for pedestrian and vehicular ingress and egress the curb cut adjacent to the portion of Lessor's Larger Tract depicted as "Wendy's Tract" ("Wendy's Tract") on the Site Plan; (d) the right and an easement to construct, maintain, relocate, enlarge, use and tap into any and all utility lines (including storm drainage facilities) located on Lessor's Larger Tract necessary to serve the improvements to be located on the Leased Premises, to the extent that same are required by Ruby Tuesday; and (e) construction of the Ruby Tuesday Off-Site Parking Spaces. Reference is made to the portion of the area depicted on the Site Plan as "Ruby Tuesday Exclusive Parking Area" ("Ruby Tuesday Exclusive Parking Area").

Anything herein to the contrary notwithstanding, (a) Ruby Tuesday must repair any damages to Lessor's Larger Tract attributable to Ruby Tuesday's entry and/or activities

thereupon; and (b) Lessor may close access to the bridge currently located between the Leased Premises and the adjacent Holiday Inn Hotel, without the consent of Ruby Tuesday.

Lessor does hereby reserve and retain only for the benefit of the Wendy's Tract, and not for the benefit of the balance of Lessor's Larger Tract a non-exclusive, perpetual easement, right and privilege, which easement, right and privilege shall be appurtenant to and run with the title to Lessor's Larger Tract, over, across and through the portion of the Leased Premises on which drive aisles and drive lanes and parking spaces exist from time to time for the purposes of vehicular ingress and egress and parking of vehicles; provided, however, that (i) no parking easement is provided for herein on any portion of the Ruby Tuesday Exclusive Parking Area, and (ii) no easement is granted for parking of vehicles or queuing of vehicles in or around the car wash or any of the other businesses operating on Lessor's Larger Tract now or in the future, to the extent that same blocks the access ways leading to the business operating on the Leased Premises. Ruby Tuesday agrees to use the five (5) parking spaces closest to the car wash, as shown on the Site Plan, as employee parking, and place "Ruby Tuesday Employee Parking Only" signs or similar signs in said parking spaces.

Lessor does also hereby reserve and retain for the benefit of Lessor's Larger Tract a non-exclusive, perpetual easement, right and privilege, which easement, right and privilege shall be appurtenant to and run with the title to Lessor's Larger Tract over, across and through the portion of the Leased Premises on which storm drainage lines currently exist and over the balance of the Leased Premises for the purpose of allowing storm water produced on Lessor's Larger Tract to sheet drain over and drain through the infrastructure currently located on the Leased Premises.

2. TERM:

A. Original Term

The original term of this Lease shall be for a period commencing on the Commencement Date as defined in Section 3 below and ending on January 31 following the twentieth (20th) full calendar year following such Commencement Date. "Lease Year" shall be defined as each successive period of twelve (12) consecutive calendar months commencing on the first day of January of each year during the term hereof and ending on December 31 of each year of the term hereof. If the Commencement Date is other than January 1 of any calendar year, the period between the Commencement Date and December 31 of that year shall be the "First Partial Lease Year." Ruby Tuesday's obligation to pay rent shall commence on the Commencement Date. Within thirty (30) days after the Commencement Date and the date the original term expires, and dates have been established, the parties shall execute and deliver an acceptable written document setting forth such dates.

B. First Renewal Term

Upon the expiration of the original term, the term of this Lease shall automatically renew for a period of five (5) years, except in the event Ruby Tuesday gives Lessor a cancellation notice. Such cancellation notice may be given by Ruby Tuesday at any time but in any event must be given at least ninety (90) days prior to the expiration of the original term.

In the event that Ruby Tuesday does not cancel the renewal term of this Lease, this Lease shall be renewed at the rental set forth in Section 4 hereof, and upon the same other terms and conditions as are applicable to the original term, except that the renewal shall begin on the date of expiration of the original term and shall continue for a period of five (5) years thereafter.

C. Second and Subsequent Renewal Terms

In the event Ruby Tuesday does not cancel the renewal term of this Lease and this Lease shall renew for the first renewal term as provided herein, this Lease may be renewed by Ruby Tuesday for three (3) additional periods of five (5) years each at the rental as set forth in Section 4 hereof and upon the same other terms and conditions as are applicable to the first renewal term except that such subsequent renewal terms shall begin on the date of expiration of the previous renewal term and shall continue for a period of five (5) years thereafter. In order to avoid the automatic renewal of this Lease for an additional five year term beginning after the completion of the first, second, and third renewal terms, the same ninety (90) day cancellation notice

provisions, as provided in B above regarding the first renewal term, shall apply.

3. COMMENCEMENT DATE:

The Commencement Date of this Lease shall be the earlier of the following: (a) Ruby Tuesday's completion of the improvements to be constructed by Ruby Tuesday and the opening to the public for business of a Ruby Tuesday restaurant; or (b) one hundred fifty (150) days after all of the following have occurred: (i) Ruby Tuesday shall have obtained all permits, licenses, variances and approvals referred to in Subsection B of Section 8 below; (ii) this Lease and the Memorandum of Lease referred to in Section 37 below have been executed by Lessor and delivered to Ruby Tuesday; (iii) all title matters pursuant to Section 16 below have been satisfied by Lessor, or waived in writing by Ruby Tuesday; (iv) Lessor has obtained and delivered to Ruby Tuesday such fully executed estoppel certificates and non-disturbance and attornment agreements as are required to be delivered to Ruby Tuesday pursuant to Sections 26 and 27 below; (v) Lessor shall have delivered the Premises to Ruby Tuesday with all of Lessor's Work as set forth in Sections 7, 8 and 23 completed; and (vi) the conditions set forth in Subsections B, C and D of Section 8 herein have been satisfied, or waived in writing by Ruby Tuesday; provided, however, that said one hundred fifty (150)-day period shall be extended by the amount of time attributable to any delays due to causes beyond Ruby Tuesday's control, including but not limited to, acts of God, strikes, lockouts or unavailability of materials. Upon the execution of this Lease, Ruby Tuesday shall have the right to enter upon the Leased Premises for the limited purposes of surveying the Leased Premises and conducting such soil tests as Ruby Tuesday deems necessary. Notwithstanding anything contained in the foregoing, upon satisfaction of the Commencement Date contingencies referred to in subsection (b) hereof, Ruby Tuesday shall have possession of the Leased Premises.

4. RENTAL:

Ruby Tuesday shall pay to Lessor at Lessor's address shown above, or at such other address or by electronic funds transfer, pursuant to instructions as Lessor may from time to time designate in writing, a fixed annual rental in the amounts as shown on Exhibit "D" hereto and incorporated herein by reference, payable in equal consecutive monthly installments of one-twelfth (1/12) of said annual rental. Each such monthly installment shall be due and payable in advance on the first day of each calendar month during the original term of this Lease and any renewal term. If the Commencement Date does not fall on the first day of a calendar month, then the first payment shall be for only the portion of the first month attributable to the term of the Lease prorated on a daily basis. The rental for the First Partial Lease Year shall be the product obtained by multiplying **SIXTY-SEVEN THOUSAND AND 00/100THS DOLLARS (\$67,000.00)** by a fraction, the numerator of which is the number of days in the First Partial Lease Year and the denominator of which is three hundred sixty-five (365). The monthly installments of rent for the First Partial Lease Year shall be the total rental for the First Partial Lease Year less any initial partial month prorated rent paid or to be paid for the first partial month of the First Partial Lease Year divided by the number of whole months contained within said First Partial Lease Year.

5. TAXES AND ASSESSMENTS:

Lessor shall pay all real estate taxes, including penalties and interest for tax years preceding the Commencement Date of this Lease. Lessor shall also pay all special assessments which are a lien on the Real Property on the Commencement Date of this Lease, whether or not such assessments are past due, then due or are thereafter to become due and any assessments or charges which are for improvements then installed, or which are then known but which will be payable in whole or in part after the Commencement Date.

Ruby Tuesday agrees to pay to the appropriate governmental agencies all other real property taxes, assessments, impositions, or all other claims or charges (herein collectively called the "taxes") which may constitute or may be reduced to a lien upon the Real Property, including but not limited to, water charges and sewer charges, before the same shall become delinquent. All such payments for the first and last year of the original term or any renewal terms shall be prorated between Lessor and Ruby Tuesday so that Ruby Tuesday shall be responsible for that portion of the taxes which is attributable to the original term and any renewal term. Ruby Tuesday's tax obligation shall commence on the Commencement Date hereof. In the event there

1 is included in the taxes any special assessment or assessment which may be paid in installments,
 2 unless otherwise directed by written notice from Ruby Tuesday, Lessor shall advise the
 3 appropriate governmental agency of its intention to elect payments in installments thereof, and
 4 Ruby Tuesday shall pay such installments as shall be due and payable during the original term or
 5 any renewal term, regardless of when such installment was assessed.

6
 7 In the event the Real Property is a portion of a larger tract, Lessor agrees to use its best
 8 efforts to have the Real Property designated as a separate parcel for taxing purposes so that the
 9 assessed valuation of the land and buildings shall relate only to the land constituting the Real
 10 Property and to the buildings and improvements constructed on the Real Property.

11
 12 In the event the Real Property is a portion of a larger tract and the Lessor is unable to
 13 have the Real Property designated as a separate parcel for taxing purposes, so that taxes are
 14 assessed upon the larger tract of which the Real Property is a portion, Ruby Tuesday agrees to
 15 pay that portion of the taxes which is reasonably attributable to the Real Property, determined as
 16 follows:

17
 18 i. In the event the taxes are identified or apportioned by the taxing authorities or
 19 are identifiable or apportionable based on valuation or other information furnished by the taxing
 20 authority so that the portion of the taxes attributable to the value of the land can be distinguished
 21 from the portion of the taxes attributable to the value of the buildings, then as to that portion of
 22 the taxes attributable to the value of the land, Ruby Tuesday will pay a percentage of such
 23 portion of the taxes determined by dividing the area of the Real Property by the total area of the
 24 larger tract, and as to the portion of the taxes attributable to the value of the buildings, Ruby
 25 Tuesday will pay the percentage of such portion of the taxes determined by dividing the gross
 26 floor area of the Ruby Tuesday restaurant by the gross floor area of all buildings located on the
 27 larger tract.

28
 29 ii. In the event the taxes are not identified or apportioned by the taxing authority
 30 and are not identifiable or apportionable based on valuation or other information furnished by the
 31 taxing authority so that the portion of the taxes attributable to the value of the land cannot be
 32 distinguished from the portion of the taxes attributable to the value of the buildings, then as to all
 33 taxes, Ruby Tuesday will pay a percentage of the taxes determined by dividing the area of the
 34 Real Property by the total area of the larger tract.

35
 36 Lessor will notify Ruby Tuesday in writing of any taxes which Ruby Tuesday is required
 37 to pay in accordance with the provisions of this Section. Such notification shall be furnished to
 38 Ruby Tuesday not less than thirty (30) days before the date such taxes are due or not less than
 39 five (5) days after receipt of the tax bill by Lessor, whichever date is later, and shall be
 40 accompanied by a copy of the tax bill. Any taxes which Ruby Tuesday is required to pay shall be
 41 paid by it no later than the date on which such taxes are due unless the notification by Lessor is
 42 received by Ruby Tuesday less than thirty (30) days before the date on which such taxes are due,
 43 in which event Ruby Tuesday shall pay such taxes within twenty (20) days after the date of such
 44 notification, and Lessor shall be responsible for the payment of any penalties, interest or other
 45 charges imposed upon delinquent payment of taxes. In the event the Real Property is a portion of
 46 a larger tract, then the written notification by Lessor to Ruby Tuesday of such taxes shall set forth
 47 (1) the total taxes on the larger tract accompanied by a copy of the tax bill; (2) whether the total
 48 taxes on the larger tract are identifiable or apportionable between land and buildings and if so,
 49 the amount of taxes attributable to the land and the amount of taxes attributable to buildings; and
 50 (3) Ruby Tuesday's portion of the total taxes together with a statement showing how Ruby
 51 Tuesday's portion was calculated in accordance with this Section.

52
 53 If Ruby Tuesday fails to pay any taxes which it is required to pay within the time period
 54 provided above, Lessor may, at its option, pay said taxes, together with any and all penalties and
 55 said amount shall become immediately due and payable as additional rent.

56
 57 Ruby Tuesday shall have the right in its own name, or in Lessor's name where
 58 appropriate, but at its own cost and expense, to contest by appropriate proceedings the amount or
 59 legality of any taxes which it is obligated to pay hereunder and make application for the reduction
 60 thereof, or any assessment upon which the same may be based, and the Lessor agrees, at the
 61 request of Ruby Tuesday, to execute or join in the execution of any instruments or documents
 62 necessary in connection with such contest or application. If Ruby Tuesday shall contest such tax

assessment, or other imposition, provided the payment of such taxes may legally be held in abeyance, the time within which Ruby Tuesday shall be required to pay the same shall be extended until such contest or application shall have been finally determined, except that Ruby Tuesday shall be responsible for any penalty imposed by the taxing authority resulting from the late payment of taxes due to said contest.

In no event shall Ruby Tuesday be liable for payment of any income, estate or inheritance taxes imposed upon Lessor or the estate of Lessor. Ruby Tuesday shall not pay any income, franchise, excise, sales, taxes assessed by any taxing authority on the rental income received by the Lessor, or excess profits tax levied upon, required to be collected by, or assessed against Lessor.

6. INSURANCE:

Ruby Tuesday hereby covenants and agrees at all times during the original term of this Lease and any renewal term to maintain and keep in force comprehensive general liability insurance against all claims for personal injury, death, or property damage occurring on the Leased Premises with minimum limits of liability of One Million (\$1,000,000) Dollars per person, One Million (\$1,000,000) Dollars per occurrence and One Million (\$1,000,000) Dollars property damage. Ruby Tuesday shall also maintain and keep in force during the original term of this Lease business interruption insurance in such amounts as Ruby Tuesday may reasonably deem appropriate. Ruby Tuesday shall furnish certificates of insurance evidencing payment thereof to Lessor as the same shall be requested in writing from time to time by Lessor. All policies of insurance shall name Lessor and Stafford Development Company as additional insureds.

Ruby Tuesday may effectuate the above insurance coverages through a program of self-insurance, provided Ruby Tuesday maintains a net worth (excluding all intangible assets) in excess of \$150,000,000.00 exclusive of (i) intercompany and non-trade receivables, (ii) intangible assets including without limitation patents, trademarks, service marks, goodwill, etc., and (iii) construction in progress.

Ruby Tuesday will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the common facilities of the Leased Premises, or the use thereof by Lessor or any of its servants, agents, customers or invitees, or occasioned wholly or in part by any act or omission of Ruby Tuesday, its agents, contractors or employees, except for claims or the portion thereof caused by Lessor, its servants, agents customers, or invitees.

7. UTILITIES AND UTILITY EASEMENTS:

Lessor warrants that all water, sanitary services, storm sewers, electricity, gas, oil and other required utilities (herein collectively referred to as "utilities") are available for connection, and are adequate for Ruby Tuesday's needs. Ruby Tuesday shall have the right to grant easements over, upon and under the Leased Premises for utilities, sewers, ingress and egress, and similar purposes to service the development thereof and the improvements thereon; and Lessor agrees, from time to time upon request by Ruby Tuesday, without any compensation being paid therefor, to join in the granting of such easements and to take any other action necessary to effectuate the same. Ruby Tuesday shall pay all tap, connection, impact, environmental and like charges necessary to bring all utilities to the Leased Premises and which are necessary for Ruby Tuesday to connect to and use all utility services. All traffic impact fees or such other charges and fees which are based in part upon Ruby Tuesday's lease and use of the Leased Premises and associated traffic and in part on use of Lessor's Larger Tract and associated traffic shall be split equitably between Lessor and Ruby Tuesday based on the percentage that each party's usage and traffic was responsible for said charges or fees.

In the event the utilities do not run directly to the Leased Premises from adjacent publicly dedicated streets, Lessor shall also obtain, deliver and record all easements necessary to permit Ruby Tuesday's use, maintenance, repair and replacement of all required utilities. Such easements shall be paramount to any lien on the servient property and shall be in such form and content acceptable to Ruby Tuesday.

1 **8. CONSTRUCTION OF IMPROVEMENTS:**

2
3 **A. Plans and Elevations**

4
5 Lessor acknowledges that it has seen and is familiar with the type of building and related
6 improvements constructed by Ruby Tuesday. Ruby Tuesday shall submit to Lessor a site plan
7 within sixty (60) days of full execution of this Lease. Ruby Tuesday shall submit prototypical
8 plans and elevation drawings for the building to the Lessor prior to or simultaneously with
9 submittal of same to Tift County for permits. Lessor shall not unreasonably withhold its approval
10 of said site plan and detailed plans and elevation drawings (collectively "Plans"). Failure of
11 Lessor to disapprove any of the Plans within five (5) days of Ruby Tuesday submitting said Plans
12 to Lessor shall constitute Lessor's approval of the Plans so submitted. It shall be unreasonable
13 for Lessor to not approve any site plan which is substantially the same as the Site Plan.
14

15 Additionally, no reconfiguration of the Wendy's Tract shall be permitted without the
16 written approval of the proposed site plan reconfiguration by Ruby Tuesday, said approval not to
17 be unreasonably withheld, conditioned or delayed. It shall be unreasonable for Ruby Tuesday to
18 not approve any such reconfiguration if the reconfiguration has little or no impact on access to
19 and from, or parking for, the business operating on the Leased Premises.
20

21 **B. Zoning, Licenses and Permits**

22
23 Lessor represents and warrants that the use of the Leased Premises for a Ruby Tuesday
24 restaurant with adjacent parking is a permitted use under the zoning classification and that Lessor
25 has no knowledge of anything that would prohibit Ruby Tuesday from obtaining all licenses and
26 permits, including, but not limited to, those pertaining to building, occupancy and beer and wine,
27 which are necessary to Ruby Tuesday's business.
28

29 Lessor acknowledges that this Lease is contingent upon Ruby Tuesday obtaining all
30 necessary permits, licenses (including, but not limited to, beer and wine licenses for on-premises
31 consumption), variances, easements and approvals pertaining to the building, occupancy, signs,
32 parking, curb cuts, driveways (including ingress and egress to public thoroughfares), zoning,
33 environmental controls, and any other governmental permits which, in the sole judgment of Ruby
34 Tuesday, are necessary to permit it to construct and operate a Ruby Tuesday restaurant with
35 adjacent parking upon the Leased Premises, all at a cost acceptable to Ruby Tuesday. All of said
36 permits, licenses, variances and approvals must be validly and irrevocably granted on terms and
37 conditions and at a cost satisfactory to Ruby Tuesday without qualification, except such
38 qualification as shall be acceptable to Ruby Tuesday, and no longer subject to appeal. Lessor
39 agrees to execute any applications or other documents requested by Ruby Tuesday in order to
40 obtain any permits, licenses, variances and approvals, at no cost or expense to Lessor. Further,
41 this Lease is contingent upon all construction and related costs being acceptable to Ruby
42 Tuesday. Subject to possible extension pursuant to the last paragraph of this Section 8B, in the
43 event any of the contingencies contained in this Lease have not been satisfied within one hundred
44 twenty (120) days from the date on which this Lease is fully executed (said one hundred twenty
45 (120) day period is hereinafter referred to as the "Contingency Period"), then this Lease shall be
46 void at the option of Ruby Tuesday and both parties shall be relieved from any obligations and/or
47 liabilities hereunder, and all deposits and payments made hereunder by Ruby Tuesday shall be
48 refunded to Ruby Tuesday. Unless agreed to otherwise in writing by Ruby Tuesday and Lessor,
49 the failure by Ruby Tuesday to timely cancel and void this Lease pursuant to this paragraph shall
50 constitute a waiver by Ruby Tuesday of any unsatisfied contingency contained in this Lease.
51

52 Lessor is in the process of obtaining and shall vigorously pursue obtaining a no further
53 action necessary letter, and simultaneously with or within five (5) days from the full execution of
54 this Lease, Lessor shall execute the environmental indemnity attached as **Exhibit "F"** hereto and
55 incorporated herein by reference, both for the benefit of Ruby Tuesday.
56

57 Ruby Tuesday acknowledges that in Tift County, Georgia it is only possible to obtain a
58 license for beer and wine but not liquor.
59

60 Notwithstanding anything contained herein to the contrary, Ruby Tuesday may extend the
61 Contingency Period unilaterally by thirty (30) days provided that Ruby Tuesday has begun its
62 application process for all of its necessary permits by the date which is ninety (90) days after the

1 full execution of this Lease and, thereafter, has been diligently pursuing same until completion.

2
3 **C. Survey, Soil Tests and Environmental Tests**

4
5 i. Following the effective date of this Lease, Ruby Tuesday, at its own expense,
6 may order a current certified survey of the Leased Premises.

7
8 ii. At Ruby Tuesday's expense, Ruby Tuesday may obtain borings and/or soil
9 bearing tests and other tests to determine the suitability of the Leased Premises for building
10 foundations and other improvements which Ruby Tuesday may wish to make, provided,
11 however, that said tests shall be so conducted as not to damage the Leased Premises. If the
12 survey, borings and/or soil bearing tests disclose any condition which, in Ruby Tuesday's
13 judgment, would render the Leased Premises unusable by Ruby Tuesday for the construction and
14 operation of a Ruby Tuesday restaurant with adjacent parking, then by written notice given to
15 Lessor prior to the expiration of the Contingency Period, Ruby Tuesday may terminate this
16 Lease, and both parties shall be relieved from any obligations and/or liabilities hereunder, and all
17 deposits and payments made hereunder by Ruby Tuesday to Lessor shall be refunded to Ruby
18 Tuesday.

19
20 **D. Construction**

21
22 Other than the work described in Section 23, clause (ii) hereinbelow, Ruby Tuesday shall
23 complete the remaining demolition of the existing building located on the Leased Premises
24 including removal of slabs and footings. Ruby Tuesday shall fill, grade and compact the Leased
25 Premises in such a manner as is adequate for the construction of the buildings which Ruby
26 Tuesday intends to construct on the Leased Premises and otherwise adequate for Ruby Tuesday's
27 intended use. During the course of construction, Ruby Tuesday will relocate the flag pole and
28 the water and air station shown on the Site Plan to the new locations for same, as shown on the
29 Site Plan.

30
31 Within ten (10) days of Lessor and Ruby Tuesday executing this Lease, Ruby Tuesday
32 shall deliver into escrow with Chicago Title Insurance Company ("Chicago Title") the sum of
33 **EIGHT THOUSAND EIGHT HUNDRED FIFTY AND 00/100THS DOLLARS (\$8,850.00)**
34 ("Funds") as reimbursement for Lessor having demolished the improvements previously located
35 on the Leased Premises. Ruby Tuesday shall direct Chicago Title to hold the Funds pending the
36 end of the Contingency Period, as may be extended. At the end of the Contingency Period, the
37 Funds shall be (i) paid to Lessor, if Ruby Tuesday has not terminated this Lease, or (ii) refunded
38 to Ruby Tuesday, if Ruby Tuesday has terminated this Lease.

39
40 **9. ALTERATIONS:**

41
42 During the original term or any renewal term of this Lease, Ruby Tuesday may make
43 alterations, additions and improvements to the Leased Premises without the consent of Lessor,
44 and Ruby Tuesday shall have the right to erect and install such other or additional improvements,
45 and equipment on the Leased Premises as Ruby Tuesday may, in its sole judgment, deem
46 desirable for conducting its business thereon or for such other business as Ruby Tuesday may
47 deem advisable; provided, however, that Lessor's consent (which shall not be unreasonably
48 withheld, conditioned or delayed) shall be required for any structural exterior alterations to the
49 Leased Premises.

50
51 **10. CASUALTY LOSS:**

52
53 If the building or other improvements located on the Leased Premises should be damaged
54 by fire or other casualty so that in the reasonable judgment of Ruby Tuesday the business
55 conducted on the Leased Premises could not be conducted in a normal manner until the buildings
56 and/or improvements are repaired or reconstructed, then Ruby Tuesday may, at its option, either
57 (i) repair or reconstruct the buildings and/or improvements, or (ii) within ninety (90) days after
58 the date of the fire or other casualty return possession of the Leased Premises to Lessor with all
59 buildings removed from the surface of the Leased Premises and after such return of possession of
60 the Leased Premises to the Lessor, all obligations of Ruby Tuesday under this Lease shall
61 terminate. In the event Ruby Tuesday elects (i) to repair or reconstruct the buildings and/or
62 improvements, then (a) Ruby Tuesday must notify Lessor in writing of its intent to do so within

sixty (60) days from the date of casualty; and (b) the reconstruction must be performed in a timely manner, be completed within one hundred eighty (180) days of said notification, and be performed in a professional, good and workmanlike manner; and (c) this Lease shall continue in force and effect except that for so long as the business conducted on the Leased Premises is discontinued by reason of the fire or other casualty (but not for more than eight (8) months) the rent payable under Section 4 hereof shall abate and provided further that the term of the lease then in effect shall be extended for a period equal to the period of rent abatement. Additionally, if the business operating on the Leased Premises must close for any environmental reason not caused by Ruby Tuesday, then this Lease shall continue in force and effect except that for so long as the business conducted on the Leased Premises is discontinued (but not for more than eight (8) months) the rent payable under Section 4 hereof shall abate and provided further that the term of the lease then in effect shall be extended for a period equal to the period of rent abatement.

If the buildings or other improvements located on the Leased Premises should be damaged by fire or other casualty but the damage is sufficiently limited that in the reasonable judgment of Ruby Tuesday the business conducted on the Leased Premises can continue to be conducted in a normal manner while the buildings and improvements are being repaired, then Ruby Tuesday shall repair the buildings and/or improvements and this Lease shall continue in force and effect.

In the event that Ruby Tuesday shall perform the repairs and/or reconstruction required by this Section 10, in accordance with all of the terms and conditions thereof, then Ruby Tuesday shall be entitled to receive the entire insurance proceeds payable as a result of any damage to the buildings or improvements on the Leased Premises occurring during the term of this Lease or any renewal term.

11. LIENS PERMITTED:

A. Security Interest in Fixtures Permitted

Ruby Tuesday shall have the right at any time to grant a security interest in any goods and property of every type and description owned by Ruby Tuesday, and installed or kept on the Leased Premises. Lessor hereby consents to any such security interest and disclaims any interest of any kind in any goods and property installed or kept on the Leased Premises. Lessor agrees that it will, within ten (10) days after any written request by Ruby Tuesday, confirm the foregoing consent and disclaimer in writing.

B. Leasehold Mortgages Permitted

Ruby Tuesday may at any time mortgage, encumber, pledge or assign as security its right, title and interest in and to the leasehold estate created hereby (provided, however, such mortgages and other liens or encumbrances combined shall not exceed the then fair market value of the aggregate of the Leased Premises, and structures and improvements made by Ruby Tuesday to the Leased Premises, except in the event that said encumbrance is a part of a comprehensive loan package secured by other collateral, in addition to the Leased Premises). Ruby Tuesday shall give to Lessor a notice (hereinafter referred to as a "Mortgage Notice") containing the name and address of a lender (hereinafter referred to as a "Mortgage Lender") to which the leasehold estate created hereby has been or will be mortgaged, encumbered, pledged or assigned as security, and the amount of the loan. Upon written request from Ruby Tuesday or any Mortgage Lender identified in a Mortgage Notice, Lessor will acknowledge, in writing, the receipt of any Mortgage Notice which it has received.

Whenever Lessor shall give any notice to Ruby Tuesday pursuant to the Lease, Lessor shall also give to any Mortgage Lender at the address of such Mortgage Lender, a duplicate copy of such notice. The address of the Mortgage Lender shall be the address specified in the Mortgage Notice unless changed by subsequent written notice given by the Mortgage Lender to Lessor. No notice shall be effective unless it is given to all Mortgage Lenders. If at any time a Mortgage Lender shall give to Lessor a written notice that it has released its lien on the leasehold estate created hereby, such lender shall cease to be a Mortgage Lender for purposes hereof and no further notices need be given to it.

If Ruby Tuesday shall not cure or remedy any default or breach of covenant by Ruby

1 Tuesday under this Lease within the period provided for such cure or remedy, Lessor shall
 2 thereupon give notice to that effect to all Mortgage Lenders, which shall thereupon be entitled to
 3 exercise any one or more of the following rights:

4
 5 i. To cure or remedy, or cause to be cured or remedied, within a period of time
 6 equal to the period of time allowed by Ruby Tuesday, such default or breach of covenant and
 7 Lessor shall accept such cure or remedy; and/or

8
 9 ii. to acquire by foreclosure or otherwise the leasehold estate created hereby and
 10 assume the obligations of Ruby Tuesday under this Lease, including those in default, and, in such
 11 event, Lessor shall not exercise its right of termination with respect to such default; and/or

12
 13 iii. to require Lessor to terminate this Lease by reason of such default and enter
 14 into a new lease with the Mortgage Lender for the balance of the lease term at the same rental
 15 and upon the same terms, covenants and conditions as contained in this Lease.

16
 17 In addition to the foregoing rights, a Mortgage Lender may, at any time permitted under
 18 its loan documents, foreclose or otherwise realize upon its lien on the leasehold estate created
 19 hereby and Lessor will recognize the person, firm or corporation acquiring the leasehold estate
 20 created hereby as the lessee hereunder with all of the rights and estate of Ruby Tuesday, provided
 21 such person, firm or corporation agrees to assume and be bound by all of the terms, covenants
 22 and conditions hereof.

23
 24 Lessor further agrees that any Mortgage Lender, in order to protect its interest in the
 25 leasehold estate created hereby, may exercise any right of renewal granted in Section 2 hereof to
 26 Ruby Tuesday and if such right of renewal is not also exercised by Ruby Tuesday, then during
 27 such renewal term as exercised by Mortgage Lender, Lessor will recognize the Mortgage Lender
 28 as the lessee hereunder with all of the rights and obligations of Ruby Tuesday.

29
 30 Anything in this Lease to the contrary notwithstanding, the exercise by a Mortgage
 31 Lender of its right to foreclose, otherwise acquire, or realize upon its lien the leasehold estate
 32 created hereby shall not relieve Ruby Tuesday of its obligations to Lessor under this Lease.

33
 34 **12. LIENS NOT PERMITTED:**

35
 36 Ruby Tuesday shall not, at any time, suffer or permit the attachment to the Leased
 37 Premises of any lien for work done or materials furnished in connection with the improvement,
 38 maintenance, repair and/or alteration of the Leased Premises by Ruby Tuesday, its employees, or
 39 contractors. If any such lien attaches to the Leased Premises and is not discharged or released
 40 within sixty (60) days from the earlier of the date (i) of receipt by Ruby Tuesday of written notice
 41 of same from Lessor, or (ii) Ruby Tuesday has actual knowledge that said lien has been filed in
 42 the public deed records, Lessor may, at its option, pay to the lien claimant the amount of such
 43 lien and notify Ruby Tuesday of such payment, in which event such amount shall be immediately
 44 due and payable by Ruby Tuesday and shall bear interest at the rate of twelve percent (12%) per
 45 annum; provided, however, that if Ruby Tuesday desires to contest said lien, Ruby Tuesday shall
 46 furnish to Lessor a bond written by a surety company licensed to do business in the state in which
 47 the Leased Premises are located or other security satisfactory to Lessor for an amount at least
 48 equal to twice the amount of the lien for the Lessor's protection against all loss or expense,
 49 including actual, reasonable attorneys' fees, on account of such asserted lien during the period of
 50 contest.

51
 52 Nothing in this Lease, nor any approval by Lessor of any of Lessee's construction or
 53 contractors, shall be deemed or construed in any way as constituting a request by Lessor, express
 54 or implied, to any contractor, sub-contractor, laborer or materialmen for the performance of any
 55 labor or the furnishing of any materials for the use or benefit of Lessor. Furthermore, no such
 56 contractor, sub-contractor, laborer or materialmen shall have a right to lien the interest of Lessor
 57 in the Leased Premises, it being understood that such parties are performing services for and on
 58 behalf of Ruby Tuesday and shall have lien rights only against Lessee's leasehold interest under
 59 this Lease.

1 **13. USE AND OCCUPANCY:**

2
3 Ruby Tuesday shall use and occupy the Leased Premises in a careful, safe and proper
4 manner, and will not occupy or use said premises or permit the same to be occupied or used for
5 any purpose or business which is unlawful and will, at Ruby Tuesday's sole cost and expense,
6 comply with all lawful requirements of all valid laws, ordinances, rules and regulations of all
7 governmental authorities pertaining to the use and occupancy of the Leased Premises including,
8 without limitation, and to the extent applicable, (i) all federal, state, county, municipal and other
9 governmental statutes, laws, rules, orders, regulations and ordinances affecting the Leased
10 Premises or any part thereof, or the use thereof, including those which require Repairs (as
11 defined in Section 14 hereinbelow); (ii) all rules, orders and regulations of the National Board of
12 Fire Underwriters or other body exercising similar functions and responsibilities in connection
13 with the prevention of fire or the correction of hazardous conditions which apply to the Leased
14 Premises; and (iii) the requirements of all policies of commercial general liability, fire and other
15 insurance which at any time may be in force with respect to the Leased Premises (items (i), (ii),
16 (iii) collectively referred to as "Laws and Regulations"). Ruby Tuesday may contest the validity
17 of any Laws and Regulations by appropriate legal proceedings conducted in good faith and with
18 due diligence, provided Ruby Tuesday shall: (i) give Lessor prior written notice of such contest;
19 (ii) Ruby Tuesday shall first make all contested payments (under protest if it desires) unless such
20 proceeding shall suspend the collection thereof from either Ruby Tuesday, Lessor, the rent
21 payable to Lessor, or the Leased Premises; (iii) no part of the Leased Premises or any interest
22 therein or the rent under this Lease shall be subjected thereby to sale, forfeiture, foreclosure, or
23 interference; (iv) Lessor shall not be exposed thereby to any civil or criminal liability for failure
24 to comply with any such Laws and Regulations, and the Leased Premises shall not be subject to
25 the imposition of any lien as a result of such contest; and (v) Ruby Tuesday shall have furnished
26 any security required in such proceeding to ensure payment of any disputed tax, charge, lien or
27 compliance with any Laws and Regulations. Ruby Tuesday agrees that it shall pay and save
28 Lessor harmless from and against, any and all losses, judgments, decrees, and costs (including all
29 actual attorneys' fees) in connection with any such contest. Ruby Tuesday shall, promptly after
30 the final determination of every contest, fully pay and discharge the amounts which shall be
31 levied, assessed, charged, or imposed or be determined to be payable therein, together with all
32 penalties, fines, interest, costs, and expenses resulting therefrom and will promptly comply with
33 any Laws and Regulations under which compliance is required.

34
35 The Leased Premises during the term of this Lease shall not be used for a fast-food
36 restaurant operation (i.e. a restaurant with no waiters providing table service) selling primarily
37 hamburgers, nor for a hotel or motel, nor for a convenience store. In addition, in no event shall
38 any portion of the Leased Premises be utilized for:

- 39 A. an adult type bookstore (or other establishment selling or exhibiting pornographic
40 material);
41 B. a massage parlor;
42 C. a mortuary;
43 D. a mobile home or trailer court, labor camp, junkyard, or stockyard;
44 E. a landfill, garbage dump or other facility for the dumping, disposing, incineration
45 or reduction of garbage (but excluding typical dumpsters for the holding of trash
46 from the operation of a restaurant pending pickup/removal by a sanitation
47 company);
48 F. any use which is illegal, excessively dangerous, or constitutes a nuisance;
49 G. a full-service casual dining restaurant featuring steak as its primary menu item and
50 similar to Longhorn Steakhouse, Outback, Lonestar, Logan's, Roadhouse Grill,
51 Texas Roadhouse, or Tumbleweed, but excluding from this restriction value-
52 oriented restaurants featuring steak as their primary menu item similar to
53 Bonanza, Golden Corral, Ryan's or Western Sizzler; or
54 H. a gourmet coffee shop or restaurant similar to Starbucks, Seattle's Best, The
55 Beanery or an establishment that sells:
56 a. whole or freshly ground coffee beans for offsite use and consumption
57 (excepting from this restriction grocery stores);
58 b. espresso, espresso based coffee drinks or coffee-based drinks (excepting

from this restriction restaurants that sell such drinks for on site consumption);

c. tea or tea based drinks (excepting from this restriction restaurants that sell such drinks for on site consumption);

d. gourmet brand-identified brewed coffee (excepting from this restriction restaurants that sell such drinks for on site consumption); and

e. blended beverages, including without limitation, those containing ice, coffee, express, tea, milk, cream, juice and/or fruit (excepting from this restriction restaurants that sell such drinks for on site consumption).

In the event that, once the business operated by Ruby Tuesday on the Leased Premises opens to the public, said business ceases to operate and remains closed to the public for six (6) consecutive months (except such time as said business may be closed in connection with remodeling, renovation, repairs following a casualty or repairs following condemnation), then, Lessor shall have the right to recapture the Leased Premises in accordance with the terms hereof. In the event Lessor determines it will recapture the Leased Premises, Lessor shall provide notice to Ruby Tuesday, which notice shall specify a termination date (the "Termination Date"). The Termination Date shall be between 30 and 60 days following the notice to Ruby Tuesday from Lessor. The Lease shall terminate on the Termination Date with the same force and effect as if such date were the last day of the term of the Lease or the then-effective extension option period. Both Lessor and Ruby Tuesday shall be relieved of their respective obligations under this Lease as of the Termination Date. If the Termination Date is subsequent to the date which is exactly two (2) years from the effective date of this Lease, then, when Lessor terminates this Lease pursuant to the provisions of this Section 13, Lessor shall pay to Ruby Tuesday, on or prior to the Termination Date, the unamortized net book value of the improvements placed and remaining on the Leased Premises by Ruby Tuesday, as determined in accordance with generally accepted accounting principles ("GAAP") prior to any Statement of Financial Accounting Standards 121, as may be amended or replaced, write down, and based on the GAAP amortization policy used by Ruby Tuesday. At the option of Lessor, said tenant improvements shall remain in the Leased Premises and shall become the property of Lessor, except for those matters containing proprietary marks of Ruby Tuesday.

14. MAINTENANCE AND SURRENDER OF PREMISES:

At all times during the term of this Lease, including any renewals and extensions thereof, Ruby Tuesday, at its sole cost and expense, shall keep the Leased Premises in good order, condition, and repair, ordinary wear and tear excepted, in a clean, attractive, sanitary, non-hazardous and safe condition, and shall promptly make or cause to be made any and all necessary or appropriate maintenance and repairs (herein collectively referred to as "Repairs"). All Repairs shall be at least equal in quality and class to the original work. Lessor shall not be required to make any Repairs in, on, or to the Leased Premises during the term hereof, and Lessor and Ruby Tuesday acknowledge that Ruby Tuesday is in control of the Leased Premises.

Ruby Tuesday will deliver up and surrender possession of the Leased Premises to Lessor upon the expiration of this Lease, any renewal or extension hereof, or its termination in any way in good condition, normal wear and tear excepted, provided, however, that Ruby Tuesday shall, provided Ruby Tuesday is not in material breach of this Lease, have the right to remove all trade fixtures and equipment therefrom, as further provided in Section 22 hereof; provided, however, that in no event shall Ruby Tuesday be prohibited from removing any items from the Leased Premises containing Ruby Tuesday's logo, trademark or any other proprietary or identifying marks.

Subject to Section 9, Ruby Tuesday shall also have the right, at Ruby Tuesday's expense, to make changes in the appearance of the improvements located on the Leased Premises, so as to alter the appearance from the appearance of the standard Ruby Tuesday restaurant. Such changes may include painting all or part of the improvements so as to change the scheme and changing the slope and appearance of the fascia on the building.

Notwithstanding the amount of any work done by Ruby Tuesday under the preceding paragraph, Lessor agrees that, unless the slope and appearance of the fascia have been modified by Ruby Tuesday prior to Ruby Tuesday returning to Lessor possession of the building

constructed by Ruby Tuesday on the Leased Premises, Lessor shall, prior to the time Lessor or any subsequent tenant commences to conduct business in said building, adequately modify or cause any such subsequent tenant to modify the building's fascia by changing the slope of the fascia or by removing the fascia, such that the building would not be mistaken for an operating restaurant owned or operated by Ruby Tuesday or by any of its licensed franchisees.

15. DEFAULT BY RUBY TUESDAY:

A. Each of the following shall constitute an event of default (an "Event of Default") by Ruby Tuesday under the Lease:

1. The failure of Ruby Tuesday to pay as and when due any payment of rent or additional rent required under this Lease and such failure continues for a period of ten (10) days after written notice thereof from Lessor;
2. The failure of Ruby Tuesday to pay as and when due any item of real estate taxes, insurance premiums or utility payments required of Ruby Tuesday to be paid under this Lease and such failure continues for a period of twenty (20) days after written notice thereof from Lessor;
3. The failure of Ruby Tuesday to pay or perform as and when due any of the other agreements, obligations, covenants and conditions of this Lease to be kept, observed or performed by lessee and such failure continues for more than thirty (30) days after written notice thereof from Lessor. The preceding sentence notwithstanding, if the Event of Default described in this item A. 3. cannot, with due diligence, be cured prior to the expiration of such 30 day cure period, and if Ruby Tuesday commences within such cure period to eliminate the cause of such Event of Default and proceeds diligently thereafter and with reasonable dispatch to take all steps and do all work required to cure such Event of Default, then the cure period shall be extended during the pendency of such cure efforts;
4. The filing of a petition by or against Ruby Tuesday for adjudication as a bankrupt or for reorganization or an arrangement under any laws of the United States or of any state pertaining to bankruptcy, and such petition is not dismissed or discharged within sixty (60) days after the later of the date of filing thereof or the date Lessee is served therewith;
5. The commencement of any action or proceeding for (a) the dissolution or liquidation of Ruby Tuesday, whether instituted by or against Ruby Tuesday, or (b) the appointment of a receiver or trustee for all or substantially all of the property of Ruby Tuesday, if such action or proceeding is not dismissed or discharged within sixty (60) days after the later of the date of filing thereof or the date Ruby Tuesday is served therewith; and
6. Lessee's leasehold interest shall be levied on or taken or attempted to be taken by execution, attachment or other process of law, and such action is not dismissed within sixty (60) days after such levy, taking, or filing;
7. Ruby Tuesday's making a general assignment for the benefit of creditors and such action or proceeding is not dismissed or discharged within thirty (30) days after the date thereof.

B. Upon the occurrence of an Event of Default, Lessor shall have the right, then or at any time thereafter and while such default or defaults shall continue, to give Ruby Tuesday written notice of Lessor's intention to terminate this Lease on a date specified in such notice, which date shall not be less than five (5) days after the date of giving of such notice, and on the date specified in such notice (the "Termination Date"), Ruby Tuesday's right to possession of the Leased Premises shall cease and Ruby Tuesday shall peaceably and quietly yield to and surrender to Lessor the Leased Premises, and this Lease shall thereupon be terminated and all of the right, title, and interest of Ruby Tuesday hereunder and in the Leased Premises shall wholly cease and expire in the same manner and with the same force and effect as if the Termination Date was the date originally specified in this Lease for the expiration of this Lease and the term of the Lease. Ruby Tuesday shall then immediately quit and surrender the Leased Premises to Lessor, but Ruby Tuesday shall remain liable to Lessor as hereinafter provided.

1. In the event of any termination of this Lease as so stated in B. above, or as otherwise permitted by law, or if an Event of Default shall continue beyond the expiration of

any grace or cure period provided herein and Lessor shall have elected not to terminate the Lease, Lessor may enter upon the premises and have, repossess and enjoy the same by appropriate legal proceedings. In any such event neither Ruby Tuesday nor any person claiming through or under Ruby Tuesday by virtue of any statute or of any order of any court shall be entitled to possession or to remain in possession of the Leased Premises, but shall forthwith quit and surrender the Leased Premises.

2. In case of any such termination, reentry, dispossession by summary proceedings, ejectment, or otherwise, any rent and all other charges which are then due and payable up to the time of such termination, reentry or dispossession but which is then unpaid shall be required to be paid by Ruby Tuesday to Lessor, and Ruby Tuesday shall also pay to Lessor all expenses which Lessor may then or thereafter incur for legal expenses, reasonable and actual attorney's fees, brokerage fees, and all other reasonable costs paid or incurred by Lessor for restoring the Leased Premises to good order and condition, for altering, decorating, repairing and otherwise preparing the same for reletting, for maintaining the Premises and improvements until such reletting, and for reletting the same. In exercising its rights hereunder, Lessor shall have a good faith duty to mitigate its damages.

C. Lessor's remedies for an Event of Default are intended to be cumulative, and the election by Lessor to pursue one or more available remedies shall not preclude Lessor from electing to pursue any other remedy provided in this Lease, at law, or in equity. Lessor may, by written notice to Ruby Tuesday, at its option but subject to the terms hereof, elect to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted Lessor by law, equity, or by this Lease:

1. Relet all or any portion or portions of the Leased Premises for any term and upon such conditions as Lessor deems proper in its reasonable discretion, and receive the rent therefore, and Ruby Tuesday shall pay Lessor any deficiency that may arise by reason of such reletting on demand. However, Ruby Tuesday shall not be entitled to any surplus so arising, except as a credit against Lessor's costs and expenses described in this Section 15 and assessed to Ruby Tuesday. Ruby Tuesday shall reimburse Lessor for all reasonable costs, expenses and reasonable attorneys' fees of Lessor incurred in connection with the default of Ruby Tuesday; termination of this Lease; eviction of Ruby Tuesday; reletting the Leased Premises and preparing the Leased Premises for the new tenant or tenants, including but not limited to commissions; and/or
2. Do whatever Ruby Tuesday is obligated to do by the provisions of this Lease. Ruby Tuesday agrees to reimburse Lessor immediately upon demand for any reasonable costs and expenses, including but not limited to reasonable attorneys' fees, which Lessor may incur in thus effecting compliance with this Lease on behalf of Ruby Tuesday.

No act or thing done by Lessor or Lessor's agents or contractors during the term of this Lease shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid, unless the same be made in writing and executed by a duly authorized officer of Lessor. Any waiver of or redress for any violation of any covenant or condition contained in this Lease or any Event of Default shall not prevent a subsequent act or event, which otherwise constitutes a violation or default, from having all the force and effect of an original violation or default. In case it should be necessary or proper for Lessor to bring any action under this Lease, or to consult, or place this Lease or any amount payable by Ruby Tuesday hereunder, with an attorney concerning or for the enforcement of any of Lessor's rights hereunder, then Ruby Tuesday shall, in each and any such case, pay Lessor its reasonable and actual attorneys' fees.

Ruby Tuesday, for itself and any and all persons claiming through or under Ruby Tuesday, including its creditors, upon the termination of this Lease in accordance with the terms hereof, or in the event of entry of judgment for the recovery of the possession of the Leased Premises in any action or proceeding, or if Lessor shall enter the Leased Premises by process of law, hereby waives any right of redemption provided or permitted by any statute, law, or decision now or hereafter in force, and does hereby waive, surrender and give up all privileges which Ruby Tuesday may or might have under and by reason of any present or future law or decision, to redeem the Premises.

1 **16. WARRANTY OF TITLE BY LESSOR:**

2
3 **A. Warranty**

4
5 Lessor hereby warrants, represents and covenants to Ruby Tuesday that: (a) at the time of
6 the execution by Lessor of this Lease and until this Lease or other instrument giving constructive
7 notice of this Lease is recorded, Lessor is the sole owner in fee simple absolute of the Leased
8 Premises and the parties consenting to specific provisions of this Lease are all of the owners in
9 fee simple absolute of Lessor's Larger Tract, and have the right to grant or consent to any
10 easements referred to in this Lease; (b) at the time of the execution by Lessor of this Lease and
11 until this Lease or other instrument giving constructive notice of this Lease is recorded, Lessor
12 has good and marketable fee simple title to the Leased Premises free and clear of all liens and
13 encumbrances except taxes not yet due and payable and other exceptions to title which have been
14 approved in writing by Ruby Tuesday; (c) Lessor does warrant and will defend the title to the
15 Leased Premises and any easements referred to in this Lease, and will indemnify Ruby Tuesday
16 against any damage and expense which Ruby Tuesday may suffer by reason of any lien,
17 encumbrance, restriction or defect in the title or description herein of the premises; (d) Lessor has
18 full right and power to execute this Lease and to lease the Leased Premises and to deliver the
19 easements referred to in this Lease for the term provided in this Lease; (e) the road located
20 behind the Leased Premises as depicted on Exhibit "G", attached hereto and incorporated herein
21 by reference has been deeded to the City of Tifton; and (f) the Sign Lease has been properly
22 signed by all of the appropriate parties and delivered to Ruby Tuesday. In case Lessor or said
23 consenting parties do not have the title and rights aforesaid, then in such event, in addition to any
24 other rights of Ruby Tuesday, this Lease shall, at the option of Ruby Tuesday, become null and
25 void, and no rent for the remainder of the term aforesaid shall become due to the Lessor, its legal
26 representatives or assigns, and all advance rents and other payments shall be returned by the
27 Lessor to Ruby Tuesday.

28
29 **B. Title Searches/Investigations**

30
31 Ruby Tuesday may elect to carry-out such title searches and other investigations as it
32 deems appropriate to ascertain the state of the Lessor's title and the accuracy of the warranty set
33 out in Section 16 A. hereinabove. In pursuance of same, Ruby Tuesday may obtain, at the
34 expense of Ruby Tuesday, a title insurance policy, with endorsements, issued by a title insurance
35 company ("title insurance company") acceptable to Ruby Tuesday. Lessor agrees to cooperate
36 with Ruby Tuesday in obtaining said policy by delivering, within seven (7) days after notification
37 by Ruby Tuesday or its agent of the name and address of the title insurance company which will
38 furnish the policy, to said title insurance company at such address all title information in Lessor's
39 possession relating to the Leased Premises and thereafter any additional documents as may be
40 required reasonably by the title insurance company to issue its policy of title insurance. Said title
41 insurance policy must insure Ruby Tuesday in the amount of **TWO MILLION AND**
42 **00/100THS DOLLARS (\$2,000,000.00)** that good and marketable title to the Leased Premises
43 is vested in the Lessor, without exception for any matters including matters which would be
44 disclosed by a survey and inspection and is vested in the Lessor free and clear of all liens and
45 encumbrances except taxes not yet due and payable and other exceptions to title which have been
46 approved in writing by Ruby Tuesday and insure that the leasehold estate created by this Lease is
47 vested in Ruby Tuesday, without exceptions and free and clear of all liens and encumbrances
48 except as aforesaid. In the event that such searches and investigations reveal any liens,
49 encumbrances or exceptions to title other than those specified above or any state of title other
50 than that specified above, or in the event said title insurance policy is not obtainable or shows, or
51 if issued would show, any liens, encumbrances or exceptions to title other than those specified
52 above or any state of title other than that specified above, Ruby Tuesday and/or the title insurance
53 company shall provide Lessor with written notice of those title matters which Ruby Tuesday
54 finds objectionable. In the event Lessor fails to satisfy Ruby Tuesday's title objections on or
55 before the expiration of the Contingency Period, then Ruby Tuesday, at its sole option, may: (a)
56 at Lessor's expense, take any steps necessary to cure such defects in or exceptions to title;
57 provided, however, Lessor's maximum expense hereunder shall not exceed **TWENTY**
58 **THOUSAND AND 00/100THS DOLLARS (\$20,000.00)**; and/or (b) by written notice to
59 Lessor, give Lessor between thirty (30) and ninety (90) days of additional time to satisfy said title
60 objections, and/or (c) by notice to Lessor, terminate this Lease, in which event this Lease shall be
61 null and void and of no further force and effect, and any monies paid by Ruby Tuesday, whether
62 for rent or other security or deposit, shall be forthwith refunded to Ruby Tuesday and Ruby

1 Tuesday shall be released from any obligations under the terms of this Lease.

2
3 **17. LEASED PREMISES AS PART OF A LARGER TRACT:**

4
5 **A. General Covenants**

6
7 The Leased Premises are part of a larger tract of land which is described on Exhibit "H"
8 hereto (hereinafter "Lessor's Larger Tract"). Lessor agrees that no fences or other obstructions
9 prohibiting access to and from the Leased Premises and Lessor's Larger Tract shall be
10 constructed during the original term of the Lease and any renewal term; that Ruby Tuesday, its
11 employees, customers and invitees shall have access rights on Lessor's Larger Tract; that there
12 are sufficient parking spaces on Lessor's Larger Tract, including the Leased Premises to meet the
13 requirements of any laws, ordinances and regulations; that Ruby Tuesday, its employees,
14 customers and invitees shall have a nonexclusive easement for ingress and egress in, on and over
15 Lessor's Larger Tract to and from all streets, alleys and across ways adjacent to said Lessor's
16 Larger Tract; and that no buildings, signs, or other improvements (including, but not limited to,
17 landscaping) shall be constructed upon Lessor's Larger Tract which will reduce the visibility of
18 Ruby Tuesday's signs or of the Leased Premises from any access streets. Lessor agrees to keep
19 the Lessor's Larger Tract in good maintenance and repair and in a safe, clean and sanitary
20 condition. The cost of maintaining and repairing Lessor's Larger Tract and keeping it in a safe,
21 clean and sanitary condition shall be borne solely by Lessor. All repairs, alterations and
22 maintenance of Lessor's Larger Tract shall be solely the cost of the Lessor and Ruby Tuesday
23 shall not be liable for any portion of the cost of repairs, alterations and maintenance of Lessor's
24 Larger Tract without Ruby Tuesday's prior written consent.

25
26 **B. Interference With Leased Premises**

27
28 Notwithstanding any rights, reservations and controls resident in the Lessor in this Lease,
29 or any exhibits thereto, Lessor shall do nothing under this Lease which will (1) unreasonably
30 limit the access to Ruby Tuesday's place of business, including, but not limited to, customer
31 accesses and service court areas as shown on the Site Plan; (2) unreasonably interfere with Ruby
32 Tuesday's business; (3) reduce the ratio of parking spaces specified in this Lease or any exhibit
33 thereto; or (4) in any manner interfere with Ruby Tuesday's exterior facade, including, but not
34 limited to, exterior walls, awnings, signs, entrances, and decorative work.

35
36 **C. Temporary Closing of Lessor's Larger Tract**

37
38 Any temporary closing of the common areas of the Lessor's Larger Tract by the Lessor
39 shall not interfere with customer access to Ruby Tuesday's Leased Premises. In addition, any
40 temporary closing of the Lessor's Larger Tract by the Lessor to prevent the acquisition of public
41 rights shall not extend past the minimum period of time required by the State law to prevent the
42 acquisition of such public rights, or Ruby Tuesday shall be allowed to abate the payment of Rent
43 required hereunder for each day in excess of the minimum period of closing required by law.

44
45 **D. Lessor's Insurance**

46
47 Lessor agrees to carry, or cause to be carried, during the term, renewals or extensions
48 hereof, public liability insurance on the common areas of the Lessor's Larger Tract, providing
49 coverage of not less than Two Million (\$2,000,000) Dollars against liability for injury or death,
50 and furnish to Ruby Tuesday a certificate evidencing such coverage.

51
52 Lessor will indemnify Ruby Tuesday and save it harmless from and against any and all
53 claims, actions, damages, liability and expense in connection with loss of life, personal injury
54 and/or damage to property arising from or out of the common facilities, of Lessor's Larger Tract,
55 or the use thereof by Ruby Tuesday or any of its servants, agents, customers or invitees, or
56 occasioned wholly or in part by any act or omission of Lessor, its agents, contractors or
57 employees, or from the use or occupancy of other portions of the Lessor's Larger Tract by other
58 tenants, except for claims or the portion thereof caused by Ruby Tuesday, its servants, agents,
59 customers or invitees.

60
61 At all times during the term of this Lease, Lessor shall pay all premiums for and maintain
62 in effect, with a responsible insurance company or companies, policies of insurance for the

benefit of Lessor and Ruby Tuesday, as their respective interest may appear, insurance covering all of Lessor's Larger Tract and improvements which are part of the Lessor's Larger Tract, including all tenant spaces, without limitation, to the extent of 100% of full replacement of such property against all casualties included in the classification, Fire and Extended Coverage, Vandalism and Malicious Mischief, and including sprinkler leakage and glass coverage. Lessor shall provide Ruby Tuesday with certificates of such insurance. In the event Lessor fails to carry the insurance provided for herein, such failure shall not operate to excuse the Lessor from performing any obligations as if such insurance had been carried by Lessor.

E. Ruby Tuesday Signs

Ruby Tuesday shall have the option to erect a pylon-type sign on the Leased Premises at a location to be selected by Ruby Tuesday. In addition, Ruby Tuesday shall have the right to place its sign in the Ruby Tuesday Sign Easement Area, pursuant to the Sign Lease, and to place its desired signage on its building on the Leased Premises.

F. Lessor's Lighting of Lessor's Larger Tract

Lessor agrees to keep the parking area adjacent to the Leased Premises on the Holiday Inn side of the Leased Premises lit as is appropriate for the Holiday Inn's 24 hour per day operations.

G. No Conflict With Other Documents

The Lessor represents and warrants that at the time of the execution of this Lease during the term hereof, or any extensions hereof, that no cross-easement and/or reciprocal construction operating and easement agreements and/or the Lessor's Certificate of Occupancy and/or any other operating agreement and/or any other lease made by this Lessor for the Lessor's Larger Tract, and/or any other document, shall conflict in any respect with the terms of this Lease.

H. Storage Trailers

Ruby Tuesday shall be permitted to place two (2) storage trailers outside the Leased Premises on the Lessor's Larger Tract during Ruby Tuesday's construction period.

I. Hazardous Materials

Except as specifically enumerated in the Phase I and the Phase II, the Leased Premises, the Lessor's Larger Tract, and other property involved in this Lease do not contain any asbestos, ureaformaldehyde foamed-in-place insulation, polychlorinated biphenyl ("PCBs"), or any other hazardous, dangerous or toxic materials or other substances, the use, possession, release or disposal of which is regulated by any law, regulation, code or ordinance, including, without limitation, Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the various properties referred to above have not been used for the production, processing, burial, storage (including inground storage tanks), disposal, or release of hazardous materials as referred to herein. Lessor shall save Ruby Tuesday harmless from and for any and all expenses, lawsuits, government investigations, costs of removal, attorney's fees, and the like, associated in any manner whatsoever with the conditions outlined herein. Lessor shall bear all costs associated with removal, construction, reconstruction and the like in the event materials described herein are discovered at any time prior or during the term of this Lease.

The above paragraph notwithstanding, Lessor is not responsible for nor does Lessor make any representations regarding such materials being present above ground within the structures currently in place above ground on the Leased Premises. Further, Lessor shall not be responsible for any such materials or damages or costs related thereto or arising therefrom which are attributable to the activities of Ruby Tuesday, its agents, contractors, invitees, and employees, which such costs and damages shall be the sole responsibility of Ruby Tuesday.

The parties acknowledge that there are monitoring wells located on the Leased Premises. Lessor is responsible for the continued monitoring of the wells. Ruby Tuesday shall replace, relocate or repair any of the monitoring wells damaged or rendered permanently inaccessible by reason of construction of the Ruby Tuesday restaurant on the Leased Premises.

1 **J. Lessor's Maintenance**

2
3 The Lessor shall maintain the common areas of the Lessor's Larger Tract in a manner
4 consistent with the standards of a first class regional Shopping Center.
5

6 **18. QUIET ENJOYMENT:**

7
8 Lessor hereby covenants and agrees that if Ruby Tuesday shall not then be in default
9 beyond any period for the cure thereof, Ruby Tuesday shall, at all times during the original term
10 of this Lease and any renewal term, have peaceable and quiet enjoyment and possession of the
11 Leased Premises without any manner of let or hindrance from the Lessor or any other person,
12 firm or corporation.
13

14 **19. ENVIRONMENTAL MATTERS:**

15
16 **A. Definitions**

17
18 For the purposes hereof, the following definitions shall apply:
19

20 i. "Law or Regulation" means and includes the Comprehensive Environmental
21 Response Compensation and Liability Act ("CERCLA" or the Federal Superfund Act) as
22 amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C.,
23 Sections 9601-9675; the Federal Resource Conservation and Recovery Act of 1976 ("RCRA");
24 the Clean Water Act, 33 U.S.C., Section 1321, et seq.; the Clean Air Act, 42 U.S.C., Section
25 7401, et seq., all as the same may be from time to time amended and any other federal, state,
26 county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal
27 with human health or the environment, including, without limitation, all regulations promulgated
28 by a regulatory body pursuant to any such statute, law or ordinance.
29

30 ii. "Hazardous Substance or Materials" means asbestos, ureaformaldehyde,
31 polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials,
32 explosives, known carcinogens, petroleum products or other dangerous, toxic, or hazardous
33 pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or
34 contaminant in, or the release or disposal of which is regulated by, any Law or Regulation.
35

36 **B. Representations and Warranties**

37
38 i. Except as set forth in the Phase I and in the Phase II, to the best of Lessor's knowledge,
39 Lessor represents and warrants that:
40

41 (1) Intentionally omitted.

42
43 (2) Intentionally omitted.

44
45 (3) Other than as disclosed by the environmental reports listed in
46 Subsection (5) hereinbelow, there are no past or present investigations,
47 administrative proceedings, litigation, regulatory hearings or other action
48 proposed, threatened or pending, alleging non-compliance with or
49 violation of any Law or Regulation or relating to any required
50 environmental permits, and Lessor has not, nor has any third party on
51 behalf of, or in privity with, Lessor, violated any Law or Regulation.
52

53 (4) The Leased Premises are not listed in the United States
54 Environmental Protection Agency's National Priorities List of Hazardous
55 Waste Sites nor any other list, schedule, log, inventory or record of
56 hazardous waste sites maintained by any state, federal or local agency.
57

58 (5) Lessor has disclosed to Ruby Tuesday all reports and
59 investigations commissioned by Lessor and relating to Hazardous
60 Substances and the Leased Premises. The reports and information
61 disclosed by Lessor to Ruby Tuesday include the following:
62

(a) Corrective Action Plan, Part A, dated 8/30/2002 prepared for Swiftly Serve Convenience Stores, Inc. by Cobb Environmental & Technical Services, 779B Holley Hill Drive, Tupelo, MS 38801.

(b) Limited Phase II Environmental Site Assessment Report dated 5/16/03 prepared for Stafford Properties, Inc by Georgia Oilmen's Services, Inc. 300 Corporate Center Court, Stockbridge, GA 30281.

(c) Corrective Action Plan-Part A Addendum dated 7/15/03 prepared for Stafford RT LLC by Georgia Oilmen's Services, Inc. 300 Corporate Center Court, Stockbridge, GA 30281.

(d) Closure Report dated 10/10/03 prepared for Stafford RT LLC by Georgia Oilmen's Services, Inc. 300 Corporate Center Court, Stockbridge, GA 30281.

(6) There are not now any above ground or underground storage tanks located in or under the Leased Premises. The Leased Premises have never been used as a landfill.

(7) Intentionally omitted.

ii. All representations and warranties herein contained shall be deemed to be continuing and shall survive the expiration or early termination of the Lease.

iii. If any representation or warranty herein contained shall be, or be found to be, false, inaccurate or misleading, then, provided such breach of representation or warranty substantially interferes with Ruby Tuesday's use and enjoyment of the Leased Premises, Ruby Tuesday shall be entitled to terminate this Lease, or to recover as damages, in addition to all other damages legally recoverable, all costs and expenses incurred in correcting or remedying such error including all costs of defending any regulatory or governmental action resulting from such error including, without limitation, attorneys and experts fees and disbursements.

20. PAYMENTS:

Lessor hereby covenants and agrees that, in the event Lessor shall fail to make the payments on any taxes or other payments on the Leased Premises which Lessor is required to pay, Ruby Tuesday may, but shall not be required to, make such tax payments or such other payments or do such acts and things as may be necessary to keep the taxes on the Leased Premises from being in default, and all such sums expended by Ruby Tuesday shall become immediately due and payable to Ruby Tuesday by Lessor. When due, said sums shall bear interest at the rate of twelve (12%) percent per annum and may be offset by Ruby Tuesday against future rentals.

21. DEFAULT BY LESSOR:

If Lessor shall breach any warranty or fail to perform any covenant required to be performed by Lessor under the terms of this Lease and such breach or failure shall continue for a period of thirty (30) days after receipt by Lessor of written notice thereof from Ruby Tuesday or if Lessor shall fail to pay any sums due to Ruby Tuesday hereunder, and such failure shall continue for a period of thirty (30) days after receipt by Lessor of written notice thereof from Ruby Tuesday, then Ruby Tuesday may, in addition to any of Ruby Tuesday's other rights set forth elsewhere in this Lease, (a) cure any default or breach of warranty of Lessor hereunder, and perform any covenants which Lessor has failed to perform, and any sums expended by Ruby Tuesday in curing such default or breach of warranty and performing such covenants shall be paid by Lessor to Ruby Tuesday immediately upon demand, shall bear interest at the rate of twelve (12%) percent per annum from the date of demand, and may be offset by Ruby Tuesday against future rentals; (b) bring suit to recover from Lessor all sums due Ruby Tuesday from Lessor together with interest at the rate of twelve (12%) percent per annum thereon; and/or (c) for a material breach which interferes with Ruby Tuesday's use and enjoyment of the Leased

Premises, declare this Lease to be terminated, in which event Ruby Tuesday shall have no further liability hereunder.

The preceding paragraph notwithstanding, if the default by Lessor described in this paragraph cannot, with due diligence, be cured prior to the expiration of such 30 day cure period, and if Lessor commences within such cure period to eliminate the cause of such default and proceeds diligently thereafter and with reasonable dispatch to take all steps and do all work required to cure such default, then the cure period shall be extended during the pendency of such cure efforts.

22. TITLE TO BUILDINGS, IMPROVEMENTS, FIXTURES AND EQUIPMENT:

Trade fixtures shall be defined in this Lease to include, without limitation, and by way of illustration only, kitchen plumbing fixtures (except sanitary plumbing fixtures), counters, stainless steel equipment, kitchen equipment, such as ranges, display cases, refrigeration equipment, including the machinery installed in the walk-in cooler built into the Leased Premises, Ruby Tuesday's decorative items, air conditioning equipment, heating equipment, boilers, cashiers' stands, tables, chairs, benches, booths, decorative, special lighting fixtures, pictures, mirrors, decorative wall items, room partitions, Ruby Tuesday's decorative items in the dining areas, such as chandeliers, wall ornaments, stained, beveled and leaded glass, special doors and special lighting fixtures, and all such other fixtures or equipment as Ruby Tuesday may, from time to time, place in or upon the Leased Premises. Any or all of Ruby Tuesday's trade fixtures may, at Ruby Tuesday's option, be removed from the Leased Premises from time to time and may, at Ruby Tuesday's or Lessor's option, be removed upon the expiration of this Lease provided Ruby Tuesday is not in material breach of this Lease; except that in no event shall Ruby Tuesday be prohibited from removing any items from the Leased Premises containing Ruby Tuesday's logo, trademark or any other proprietary or identifying marks.

Title to the building and all other improvements on the Leased Premises and any repairs, alterations, additions or improvements to said building or improvements shall be vested in and remain in Ruby Tuesday's at all times during the original term of this Lease and any renewal or extension thereof. Upon the expiration of this Lease, any extension or renewal hereof, or its termination in any way, title to the building and any improvements shall automatically pass to and become vested in the Lessor and Ruby Tuesday shall, upon request of Lessor, execute such quit claim deed, bill of sale, or assignment as may be necessary to evidence the transfer of such title to Lessor.

23. INTENTIONALLY OMITTED

24. BROKERS:

Lessor represents and warrants that all brokerage charges, if any, in connection with this Lease shall be paid by Lessor. Specifically, Lessor agrees to pay Chaliff Properties the sum of **THIRTY-FIVE THOUSAND AND 00/100THS DOLLARS (\$35,000.00)**, payable as follows: fifty percent (50%) at the end of the Contingency Period; balance due upon the Commencement Date and payment of first installment of rent. Lessor shall indemnify and hold Ruby Tuesday harmless for any claims made against Ruby Tuesday by any broker acting or claiming to act on behalf of Lessor. Ruby Tuesday shall indemnify and hold Lessor harmless for any claims made against Lessor by any broker acting or claiming to act on behalf of Ruby Tuesday over and above the above specified \$35,000.00 payable to Chaliff Properties. The indemnifications and hold harmless provisions of this paragraph include, but are not limited to, court costs, reasonable attorney fees and other professional fees and expenses, including the cost of any appeals.

25. APPROPRIATION:

If all or any part of the Leased Premises shall be appropriated or condemned by any public or quasi-public authority in the exercise of its right of condemnation or eminent domain, both Ruby Tuesday and Lessor shall have the right to prosecute a claim for an award and to share in the proceeds of any and all awards based upon their respective interests as hereafter set forth. If all the Leased Premises shall be appropriated or condemned, this Lease shall terminate as of the time when possession shall be required by such public or quasi-public authority. Lessor shall be entitled to receive that portion of any and all awards necessary to compensate it for the present

1 value of the rents which it would have received in the future and for the present value of its
 2 reversionary interest, and notwithstanding the termination of this Lease, Ruby Tuesday shall be
 3 entitled to that portion of any and all awards necessary to compensate it for the value of its
 4 improvements to the Leased Premises, the value of its leasehold estate and the damages which it
 5 may sustain as a result of termination of the Lease prior to the end of the term, including any
 6 renewal terms.

7
 8 In the event that a part of the Leased Premises shall be taken or condemned and that: (a)
 9 the part so taken includes the building on the Leased Premises or any part thereof, or (b) the part
 10 so taken shall remove from the Leased Premises and the Ruby Tuesday Exclusive Parking Area,
 11 taken as a whole, twenty-five (25%) percent or more of the total parking area thereof or more
 12 than five (5) parking spaces for automobiles, whichever is greater, or (c) such partial taking shall
 13 substantially limit access to the Leased Premises in a way that materially affects Ruby Tuesday's
 14 intended use and enjoyment thereof, or (d) such partial taking shall result in cutting off direct
 15 access from the Leased Premises to any adjacent public street or highway, or the permanent
 16 closing or relocation of any street adjoining the Leased Premises to which there is direct access to
 17 and from the Leased Premises materially impairs or adversely affects Ruby Tuesday's use of the
 18 Leased Premises and the Lessor is unable to promptly provide Ruby Tuesday with a suitable
 19 alternate means of access, in Ruby Tuesday's sole opinion, then and in any such event, Ruby
 20 Tuesday may, at any time either prior to or within a period of sixty (60) days after the date when
 21 the condemning authority shall require possession of the part of the Leased Premises taken or
 22 condemned, elect to terminate this Lease. In the event Ruby Tuesday elects to terminate this
 23 Lease, Lessor shall be entitled to receive that portion of any and all awards necessary to
 24 compensate it for the present value of the rents which it would have received in the future and for
 25 the present value of its reversionary interest, and notwithstanding the termination of this Lease,
 26 Ruby Tuesday shall be entitled to that portion of any and all awards necessary to compensate it
 27 for the value of its improvements to the Leased Premises, the value of its leasehold estate and the
 28 damages which it may sustain as a result of termination of the Lease prior to the end of the term,
 29 including any renewal terms. In the event that Ruby Tuesday shall not elect to terminate this
 30 Lease or in the event that a part of the Leased Premises shall be taken or condemned under
 31 circumstances under which Ruby Tuesday will have no such election, then and in either event,
 32 Ruby Tuesday shall receive so much of any and all awards as is necessary to pay for repairs to
 33 and alterations of the improvements on the Leased Premises for the purpose of restoring the same
 34 to an economic architectural unit, susceptible to the same use as that which was in effect
 35 immediately prior to such taking, and Lessor shall receive the balance, if any, of any awards. In
 36 the event that this Lease shall not terminate after any part of the Leased Premises is taken or
 37 condemned, there shall be a reduction in rental equal to the lesser of (a) the percentage to the
 38 ground area of the Leased Premises which is taken or condemned or (b) the percentage by which
 39 the gross sales made by Ruby Tuesday at the Leased Premises during the one year following the
 40 date on which the condemning authority takes possession of part of the premises are less than the
 41 gross sales during the one year immediately preceding the date of possession by the condemning
 42 authority.

43
 44 In the event that ingress to and/or egress from the Leased Premises are, in a way that
 45 materially affects Ruby Tuesday's intended use and enjoyment thereof, blocked or partially
 46 blocked as a result of any road construction or other improvements, Lessor agrees to waive all of
 47 Ruby Tuesday's obligations during such period of construction or improvement, provided that
 48 Ruby Tuesday shall not be relieved from its obligation to pay taxes and other charges and to keep
 49 the premises insured.

50
 51 **26. SUBORDINATION AND NON-DISTURBANCE:**

52
 53 **A. Future Mortgages/Deeds of Trust**

54
 55 This Lease shall, at the election of the Lessor, be superior or be subject and subordinate to
 56 the lien of any mortgage and/or deed of trust which Lessor may hereafter place upon the premises
 57 provided that (1) if there are no defaults hereunder on the part of Ruby Tuesday the right of
 58 possession of Ruby Tuesday to the Leased Premises and Ruby Tuesday's rights arising out of this
 59 Lease shall not be affected or disturbed by the mortgagee or trustee or beneficiary under the
 60 mortgage and/or deed of trust in the exercise of any of its rights under the mortgage, deed of trust
 61 or the notes secured thereby; (2) Ruby Tuesday shall not in any foreclosure or other proceeding
 62 under the mortgage or deed of trust nor in any other way be deprived of its rights under this

Lease, nor shall this Lease be terminated or affected by any foreclosure or sale or any proceeding under any mortgage or deed of trust; and (3) the mortgagee, trustee and/or beneficiary execute and deliver to Ruby Tuesday an Agreement of Attornment and Non-Disturbance in form acceptable to Ruby Tuesday prior to the execution of the mortgage or deed of trust. Lessor agrees that in the event of any foreclosure of the mortgage or deed of trust, Ruby Tuesday shall have the right to withhold the payment of any rentals due hereunder and pay the same directly to the mortgagee or trustee in satisfaction of said indebtedness.

B. Presently Existing Mortgages/Deeds of Trust

Prior to the expiration of the Contingency Period, Lessor, at Lessor's sole cost and expense, shall provide Ruby Tuesday with non-disturbance and attornment agreements in a form which is acceptable to Ruby Tuesday, executed by all entities or parties presently holding mortgages, deeds of trust or other liens upon the Leased Premises.

27. ESTOPPEL INSTRUMENTS:

At any time and from time to time upon the written request of either of the parties hereto or any Mortgage Lender, Lessor or Ruby Tuesday, as the case may be, shall deliver to the party requesting the same a certificate executed in recordable form stating (i) whether or not this Lease is in full force and effect, (ii) whether or not any rights to renew the term of this Lease have been exercised and the date on which this Lease will terminate, (iii) whether or not this Lease has been modified or amended in any way and attaching a copy of such modification or amendment, (iv) whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, (v) the status of rent payments and (vi) any other facts regarding the operation of the Lease which the Mortgage Lender may reasonably request.

28. ASSIGNMENT, SUBLETTING AND FRANCHISING BY RUBY TUESDAY:

Ruby Tuesday shall have the right to assign this Lease or let or underlet the whole or any part of the Leased Premises without the consent of Lessor, provided that Ruby Tuesday remains liable on this Lease. Notwithstanding any provision to the contrary, Ruby Tuesday shall be released from its obligations under this Lease if the assignee of this Lease has a tangible net worth of at least \$150 Million Dollars based upon a recent audited financial statement exclusive of (i) intercompany and non-trade receivables, (ii) intangible assets including without limitation patents, trademarks, service marks, goodwill, etc., and (iii) construction in progress.

Notwithstanding anything contained in this Lease, Ruby Tuesday is expressly authorized, without the consent of the Lessor, to sublet the Leased Premises to an authorized franchisee, provided such subletting is specifically subject to the terms of this Lease and further provided Ruby Tuesday remains liable for the performance of the terms of this Lease and provided the franchisee expressly assumes all obligations of the Lease. Ruby Tuesday agrees to notify Lessor as to the name of the franchisee within ten (10) days after any such subletting.

29. INJUNCTION:

In addition to all other remedies, Lessor and Ruby Tuesday are entitled to the restraint by injunction of all violations, actual, attempted or threatened of any covenant, condition or provision of this Lease.

30. ATTORNEY'S FEES:

In the event of any suit, action or proceeding at law or in equity, by either of the parties hereto against the other by reason of any manner or thing arising out of this Lease, the prevailing party shall recover, not only its legal costs, but a reasonable attorney's fee (to be figured by the Court) for the maintenance or defense of said action or suit, as the case may be.

31. FORCE MAJEURE:

Lessor and/or Ruby Tuesday shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions

of this Lease when prevented from so doing by cause or causes beyond the Lessor's and/or Ruby Tuesday's control, which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Lessor and/or Ruby Tuesday. This paragraph shall not excuse the failure to pay rent or other monetary debts pursuant to this Lease as and when due.

32. NON-MERGER:

During the term of this Lease, the leasehold estate of Ruby Tuesday shall not merge with the fee simple or other estate in the Leased Premises but shall always remain separate and distinct, notwithstanding the union of all or any part of said estate either in the Lessor or Ruby Tuesday, or in a third party by purchase or otherwise, unless and until all persons having an interest therein, including a leasehold mortgagee, shall join in a written instrument consenting to or effecting such merger.

33. RIGHT OF FIRST REFUSAL:

From and after the effective date and during the term of this Lease hereof, Ruby Tuesday shall have the right of first refusal and Lessor shall not sell, transfer or otherwise dispose of all or part of Lessor's interest in the Leased Premises until and unless Lessor shall have: (a) obtained a bona fide offer therefor; (b) given notice to Ruby Tuesday, which notice shall contain (i) the name of the offeror, (ii) the address of the offeror, (iii) all of the terms and conditions of such bona fide offer, and (iv) a true and accurate copy of the actual bona fide offer ("Lessor's Notice"); and (c) offered to sell, transfer or otherwise dispose of such interest to Ruby Tuesday at the same price and, except as hereinafter provided, upon the same terms and conditions contained in said bona fide offer.

If Ruby Tuesday shall either give notice of rejection of said offer to it or fail to give notice of acceptance of the same within thirty (30) days after the date of receipt of Lessor's Notice, Lessor's interest in the Leased Premises may, during the ninety (90) days thereafter, be sold, transferred or otherwise disposed of to the original offeror at the same price and upon the same terms and conditions contained in said bona fide offer as disclosed in writing to Ruby Tuesday.

In the event Ruby Tuesday rejects said offer or fails to accept the same, this Lease and all of its terms and conditions (including this right of first refusal) shall nevertheless remain in full force and effect and Lessor and any purchaser or purchasers of the Leased Premises shall be bound thereby.

Failure of Ruby Tuesday to exercise this right of first refusal on one or more occasions shall not affect Ruby Tuesday's right to exercise it on any subsequent occasion. Any sale or transfer of the Leased Premises, or any part thereof, other than in strict compliance with the terms of this section shall be absolutely null and void and of no effect as to Ruby Tuesday, and Ruby Tuesday shall be entitled to purchase the Leased Premises from the purchaser upon the same terms and conditions and at the same price specified in said bona fide offer, provided Ruby Tuesday notifies Lessor of its election thirty (30) days after receipt of Lessor's Notice which complies with the requirements hereof. Payment of rental to such purchaser or otherwise treating such purchaser as the Lessor shall not be deemed to be a waiver of any right of first refusal or any other right or privilege of Ruby Tuesday and shall not create an estoppel with respect thereto.

Any sale or transfer of Lessor's interest in the Leased Premises, or any part thereof, or of any larger parcel of which the Leased Premises may be a part, shall be expressly made subject to all of the terms, covenants and conditions of this Lease. Notwithstanding anything contained herein to the contrary, in the event said offer provides for the sale and purchase of Lessor's interest in the Leased Premises and other property, Ruby Tuesday shall be required to purchase all of the property contained in said offer, in the event it desires to exercise its right of first refusal hereunder.

In the event Ruby Tuesday exercises its right of first refusal then, notwithstanding the terms of the offer (a) Lessor shall convey title by limited warranty deed approved by Ruby Tuesday and the title company; (b) title to the Leased Premises shall be free and clear of any liens

and encumbrances except the lien for current taxes which are not delinquent at the time of closing and such other exceptions to title as have been agreed to in writing by Ruby Tuesday, (c) title to the Leased Premises shall otherwise comply with the terms of this Lease as they pertain to condition of title, and (d) any easements or other rights benefiting the Leased Premises at the time of closing shall be made perpetual and shall be included in the deed or in a separate recordable instrument approved by Ruby Tuesday and the title insurance company insuring its interest.

The closing for re-purchase by Ruby Tuesday must occur by the earlier of (a) ninety (90) days after Ruby Tuesday receives Lessor's Notice from Lessor, or (b) sixty (60) days after Ruby Tuesday notifies Lessor of its intent to exercise its rights hereunder and repurchase the Leased Premises.

Notwithstanding anything contained herein to the contrary, Ruby Tuesday shall have no right of first refusal hereunder in the case of a transfer of the fee simple interest of the Leased Premises between or among entities controlled (at least fifty percent [50%] ownership) by Stafford RT, LLC, a Georgia limited liability company or Stafford Development Company.

34. INTENTIONALLY OMITTED

35. NON-WAIVER:

The failure of the Lessor or Ruby Tuesday to enforce any of the right given to it under this Lease by reason of the violation of any of the covenants in this Lease to be performed by Ruby Tuesday or Lessor shall not be construed as a waiver of the rights of the Lessor or Ruby Tuesday to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given to the Lessor or Ruby Tuesday by reason of the violation of any of the other covenants of this Lease.

36. HOLDING OVER:

In the event Ruby Tuesday remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new Lease, Ruby Tuesday shall be deemed to be occupying the Leased Premises as a tenant from month to month at a rental equal to two (2) times the monthly rental provided for herein and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable to month to month tenancy.

37. RECORDABLE LEASE:

Lessor agrees that upon request from Ruby Tuesday and prior to the expiration of the Contingency Period, Lessor will promptly execute and deliver to Ruby Tuesday a memorandum or short form lease (hereinafter "Memorandum of Lease") in the same form and content as the Memorandum of Ground Lease attached as Exhibit "I" hereto, prepared by Ruby Tuesday, to be recorded in the public office in which records relating to the Leased Premises are kept and take such other and further reasonable action as may be reasonably necessary to give all persons now or hereafter interested in title to the Leased Premises notice of the existence of this Lease, including such terms and provisions as Ruby Tuesday deems appropriate, provided, however, that unless specifically requested by Ruby Tuesday, no copy of this Lease or other instrument shall be filed for record which sets forth the rental provisions contained herein. Specifically, the Lessor agrees to execute such reasonable further documentation which may be reasonably required to insure that the renewal rights and rights of first refusal granted hereunder are recorded on title. The parties hereto agree that the legal descriptions used in this Memorandum of Lease shall, at the option of Ruby Tuesday, be those prepared by the surveyor pursuant to Section 8(C) hereinabove. Ruby Tuesday shall pay all costs charged by the state and county to record this Memorandum of Lease.

Notwithstanding anything contained herein to the contrary, the parties agree that the Memorandum of Lease attached as Exhibit "J" hereto is acceptable to the parties.

38. CONSTRUCTION OF LEASE:

Words of any gender used in this Lease shall be held to include any other gender, and

words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Lessor" and "Ruby Tuesday" shall be deemed to include the heirs, personal representatives, legal representatives, successors, sublessees and assigns of said parties, unless the context excludes such construction.

39. INVALIDITY OF PROVISIONS:

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

40. SERVICE OF NOTICE:

Notices hereunder shall be in writing signed by the party serving the same and shall be sent by Registered or Certified U. S. Mail, Return Receipt Requested, postage prepaid, or by private express mail service, and (a) if intended for Lessor, shall be addressed to:

Stafford RT, LLC
1805 U.S. Highway 82 West
P.O. Box 269
Tifton, Georgia 31793
Attn: President

with a copy to:
Stafford Properties, Inc.
80 West Wieuca Street
Suite 302
Atlanta, Georgia 30342
Attn: Mike Puckett

and (b) if intended for Ruby Tuesday, shall be addressed to:

Ruby Tuesday, Inc.
Attention: Legal Department
150 West Church Avenue
Maryville, Tennessee 37801

or to such other addresses as either party may have furnished to the other from time to time as a place for the service of Notice. Any Notice so mailed shall be deemed to have been "given" as of the time said Notice is received or refused.

41. LESSOR REPRESENTATIONS:

The Lessor hereby warrants, represents and acknowledges the following:

A. Lessor is a duly constituted and validly existing Georgia limited liability company and has the full power to carry out the transactions contemplated by this Lease.

B. All partnership or corporate and other proceedings required to be taken on the part of Lessor to authorize Lessor to execute and deliver this Lease and to consummate the transaction contemplated have been duly and validly taken.

C. Intentionally omitted.

D. The execution, delivery and performance of the Lease will not conflict in any way with the applicable partnership or corporate documents, and will not conflict or result in a breach or default under any note, lease, mortgage, indenture, contract or commitment to which Lessor is a party or by which Lessor may be bound.

E. The title to the real property upon which the Lessor's Larger Tract and the Leased Premises are located are vested in the Lessor and the Lessor's Larger Tract and the Leased

Premises as described in the Lease are properly zoned for the construction and operation of the business contemplated by Ruby Tuesday under this Lease.

F. Intentionally omitted.

G. There are no documents of record superior to the Lease other than those described in Exhibit "J", attached hereto and made a part hereof. Prior to the end of the Contingency Period, Lessor agrees to execute the Termination Agreement attached as Exhibit "K" hereto.

H. There are no pending or threatened lawsuits of any nature which in any way affect title to the real property upon which the Lessor's Larger Tract and the Leased Premises are located, affect in any way the organization or solvency of the Lessor, or in any way affect the validity and enforceability of this Lease, or in any way affect the rights of Ruby Tuesday under the terms of this Lease.

I. It is not necessary, under applicable law, that the Lease and/or a Short Form Lease be recorded for the Lease to be effective.

J. This Lease does not violate or conflict in any material way with (such as, but not limited to, provisions relating to exclusives, sale of food, sale of alcoholic beverages, exterior signage, hours of operation, or the like) the terms of any other Lease applicable to the Lessor's Larger Tract or the terms of any reciprocal operating agreement, cross easement agreement, restrictive covenants, or any other document.

K. Intentionally omitted.

42. INTENTIONALLY OMITTED

43. ESTATE IN LAND:

It is the intention of the Lessor to create, in favor of Ruby Tuesday, a leasehold estate in land, which estate shall be vested in Ruby Tuesday from the date of execution hereof and shall continue for the full original term and all renewal terms of this Lease. Said estate in land shall be subject to divestment only by reason of Ruby Tuesday's election not to exercise its right of renewal or by reason of the earlier termination of this Lease by one of the parties hereto in accordance with the provisions of this Lease.

44. SURVIVAL OF LEASE COVENANTS:

The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors or assigns, and shall run with the land.

45. HEADINGS:

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

46. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

47. COUNTERPARTS:

This Lease may be executed simultaneously in several counterparts, each of which will be deemed an original, but all of which together will constitute one in the same instrument.

49. HOLIDAY; NON-BUSINESS DAY; OR BUSINESS DAY:

If any date set forth in this Lease is to occur on a holiday or other non-business day, or if any period of time set forth in this Lease expires on a holiday or non-business day, then such expiration date shall be extended to the next business day thereafter. As used in this paragraph and in this Lease, the terms "holiday," "non-business day," and "business day" shall have the following meanings:

- i. "holiday" shall mean those dates upon which nationally chartered banks of the United States of America are not open for business;
- ii. "non-business day" shall mean holidays and Saturday and Sunday; and
- iii. "business day" shall mean any day that is not either a holiday or a non-business day.

50. INTENTIONALLY OMITTED

Exhibit "A"	Depiction of Leased Premises
Exhibit "A-1"	Legal Description of Leased Premises
Exhibit "B"	Site Plan
Exhibit "B-1"	Depiction of Ruby Tuesday Sign Area
Exhibit "C"	Sign Lease
Exhibit "D"	Rent Schedule
Exhibit "E"	Intentionally Omitted
Exhibit "F"	Agreement (environmental indemnity)
Exhibit "G"	Road
Exhibit "H"	Legal Description of Lessor's Larger Tract
Exhibit "I"	Memorandum of Ground Lease
Exhibit "J"	Documents Superior to the Lease
Exhibit "K"	Termination of Easement

SIGNATURES ON PAGE 27

BB

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date appearing together with their signatures below.

WITNESSES:

WITNESSES:
Jaime Maupre
Corey Willis

LESSOR:

STAFFORD RT, LLC

a Georgia limited liability company

By: **Stafford Development Company**

a Georgia corporation

Its: Managing Member

By: Denean Stafford
DENEAN STAFFORD
President and CEO

ATTEST:

By:

Its:

Date: 12-18-03

~~WITNESSES:~~

a

By:

Its:

ATTEST:

By:

Its:

~~Date:~~

RUBY TUESDAY:

RUBY TUESDAY, INC.

a Georgia corporation

By:

Its:

ATTEST:

By:

Its:

Date: _____

(Acknowledgments on Pages 28 and 29)

ACKNOWLEDGMENTS

STATE OF Georgia
COUNTY OF Tift

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 18th day of December 2003, before me personally appeared **DENEAN STAFFORD**, the President and CEO, of **STAFFORD DEVELOPMENT COMPANY**, a Georgia corporation, which is the Managing Member of **STAFFORD RT, LLC**, a Georgia limited liability company, who was known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledged that he held the position or title set forth in the instrument and certificate, that they signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

Rhonda Kent
Notary Public

[SEAL]

My Commission Expires: 12/4/04

STATE OF TENNESSEE

COUNTY OF BLOUNT

I, the undersigned Notary Public, in and for said county and said state, hereby certify that
 * and **, whose names as *** and Assistant Secretary,
 respectively, of RUBY TUESDAY, INC., a Georgia corporation, are signed to the foregoing
 instrument and who are known to me, acknowledged before me on this day, that being informed
 of the contents of said instrument, they, as such officers and with full authority, executed the
 same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this the 15 day of January, 2004.

* Samuel E. Beall, III
 ** Walter G. Cole, Jr.
 *** Chief Executive Officer

Sue B. Coley
 Notary Public

[SEAL]

My Commission Expires: 11-01-04

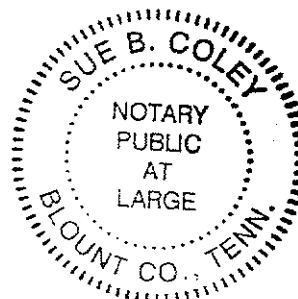
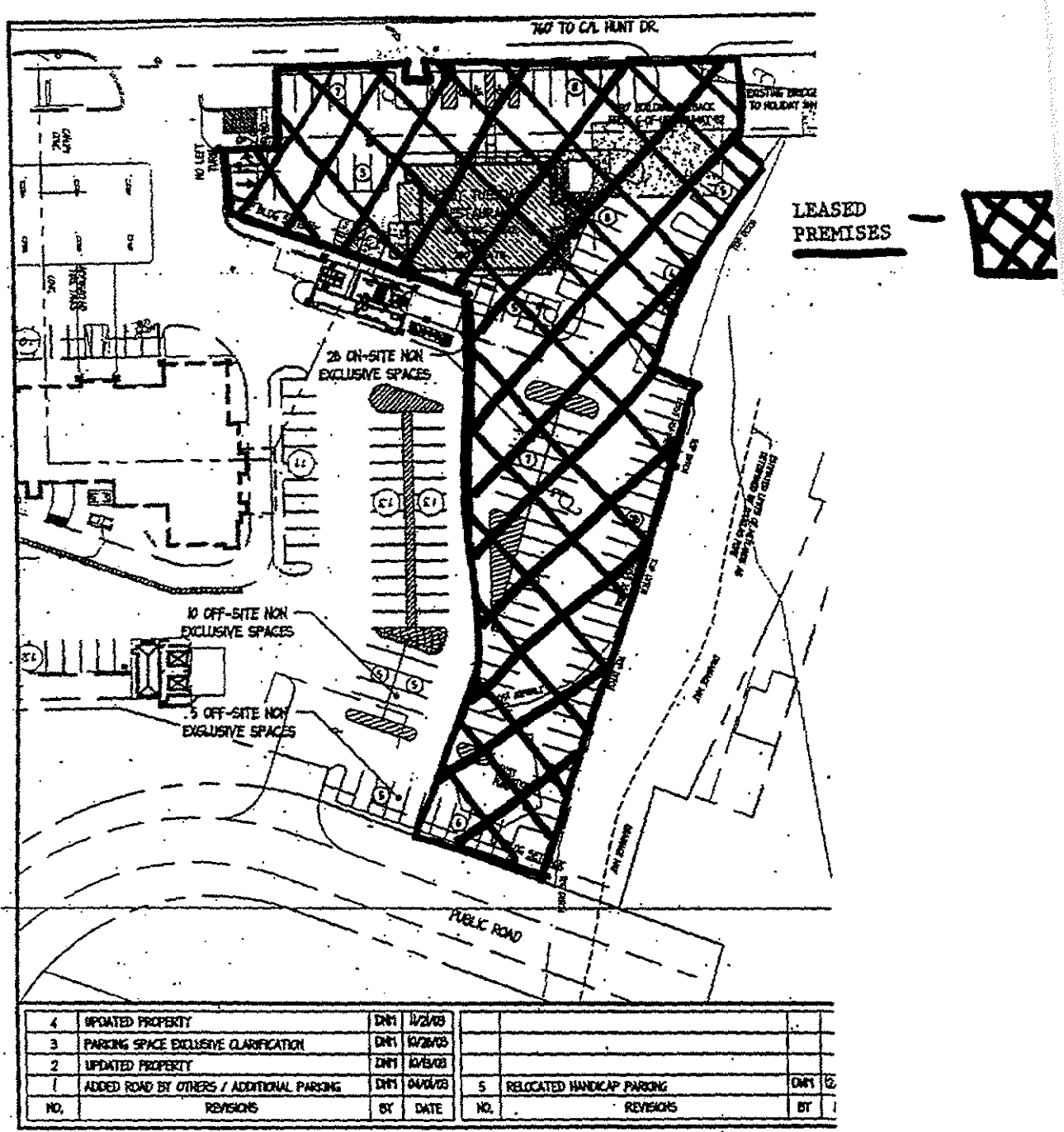


EXHIBIT "A" TO GROUND LEASE
DEPICTION OF LEASED PREMISES



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EXHIBIT "A-1"**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 307 AND 308 OF THE 6TH DISTRICT, TIFT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERN RIGHT-OF-WAY OF MCCORMICK DRIVE (80-FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82 (100-FOOT RIGHT-OF-WAY); FROM SAID POINT OF COMMENCEMENT THENCE TRAVELING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 745.37 FEET TO A POINT LOCATED ON SAID SOUTHEASTERN RIGHT-OF-WAY BEING THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 71.07 FEET;
2. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 10 FEET;
3. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 10 FEET;
4. NORTH 27 DEGREES 34 MINUTES 57 SECONDS WEST, 10 FEET; AND
5. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 169.20 FEET;

THENCE LEAVING SAID SOUTHEASTERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

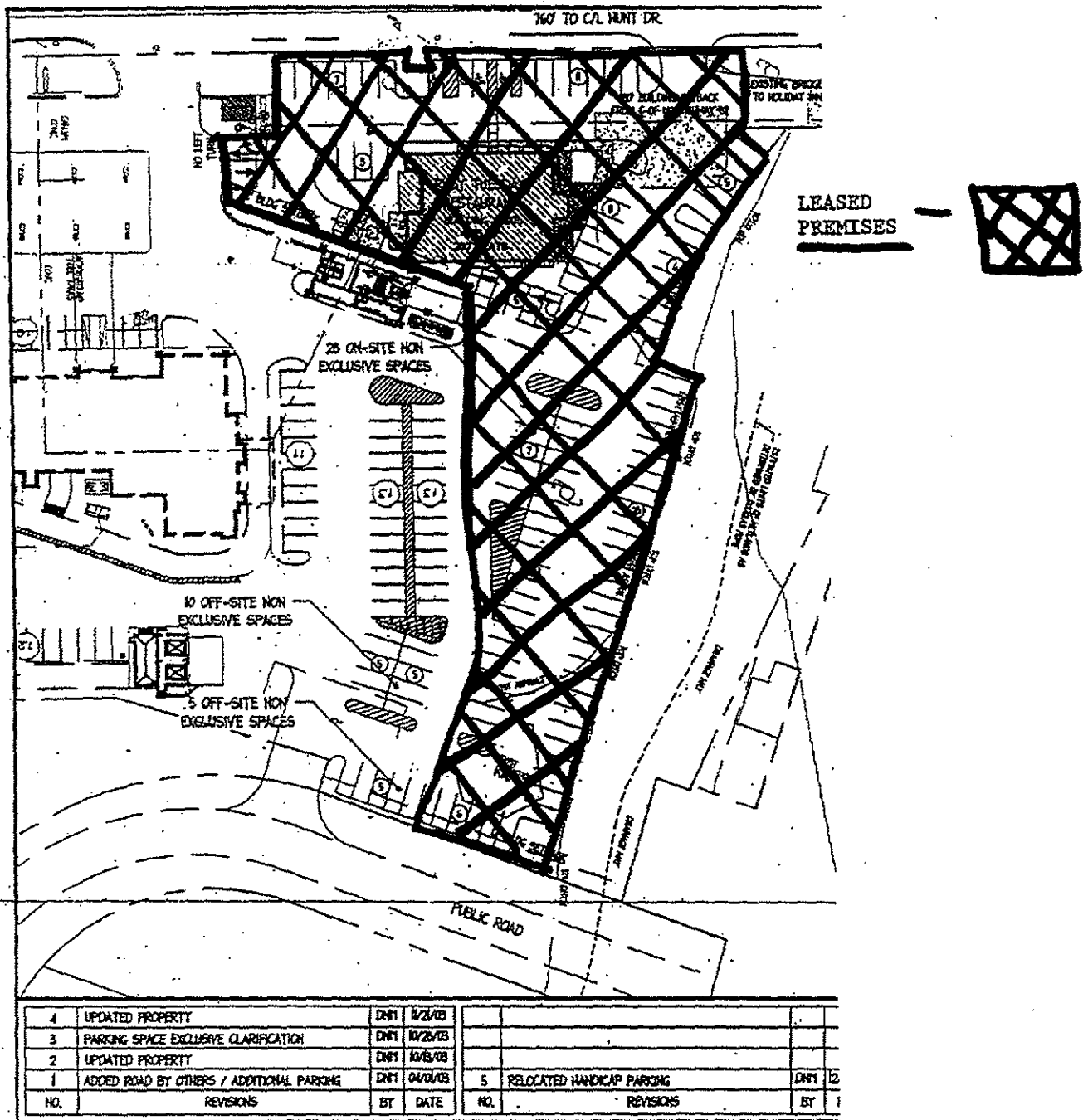
1. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 48.42 FEET;
2. SOUTH 80 DEGREES 6 MINUTES 26 SECONDS EAST, 16.32 FEET;
3. SOUTH 9 DEGREES 53 MINUTES 34 SECONDS WEST, 52.33 FEET;
4. SOUTH 3 DEGREES 9 MINUTES 15 SECONDS EAST, 74.96 FEET;
5. NORTH 80 DEGREES 17 MINUTES 40 SECONDS EAST, 24.04 FEET; AND
6. SOUTH 9 DEGREES 42 MINUTES 20 SECONDS EAST, 283.19 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF BOO'S DRIVE (60-FOOT RIGHT-OF-WAY);

THENCE TRAVELING ALONG SAID NORTHERN RIGHT-OF-WAY SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 73.12 FEET TO A POINT LOCATED ON SAID NORTHERN RIGHT-OF-WAY; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 6 DEGREES 49 MINUTES 32 SECONDS WEST, 98.15 FEET;
2. NORTH 28 DEGREES 10 MINUTES 55 SECONDS WEST, 200.98 FEET;
3. SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 134.93 FEET;
4. NORTH 27 DEGREES 35 MINUTES 25 SECONDS WEST, 34.94 FEET;
5. NORTH 62 DEGREES 24 MINUTES 35 SECONDS EAST, 26.71 FEET; AND
6. NORTH 28 DEGREES 9 MINUTES 7 SECONDS WEST, 45.56 FEET TO A POINT LOCATED ON THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82, BEING THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 1.332 ACRES AND BEING DEPICTED AS TRACT 1 ON THAT CERTAIN SURVEY FOR STAFFORD RT, PREPARED BY HAMPTON & ASSOCIATES SURVEYING COMPANY, BEARING THE SEAL OF DARREL HAMPTON, G.R.L.S. NO. 2161, DATED SEPTEMBER 26, 2003, SAID SURVEY BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

BBW

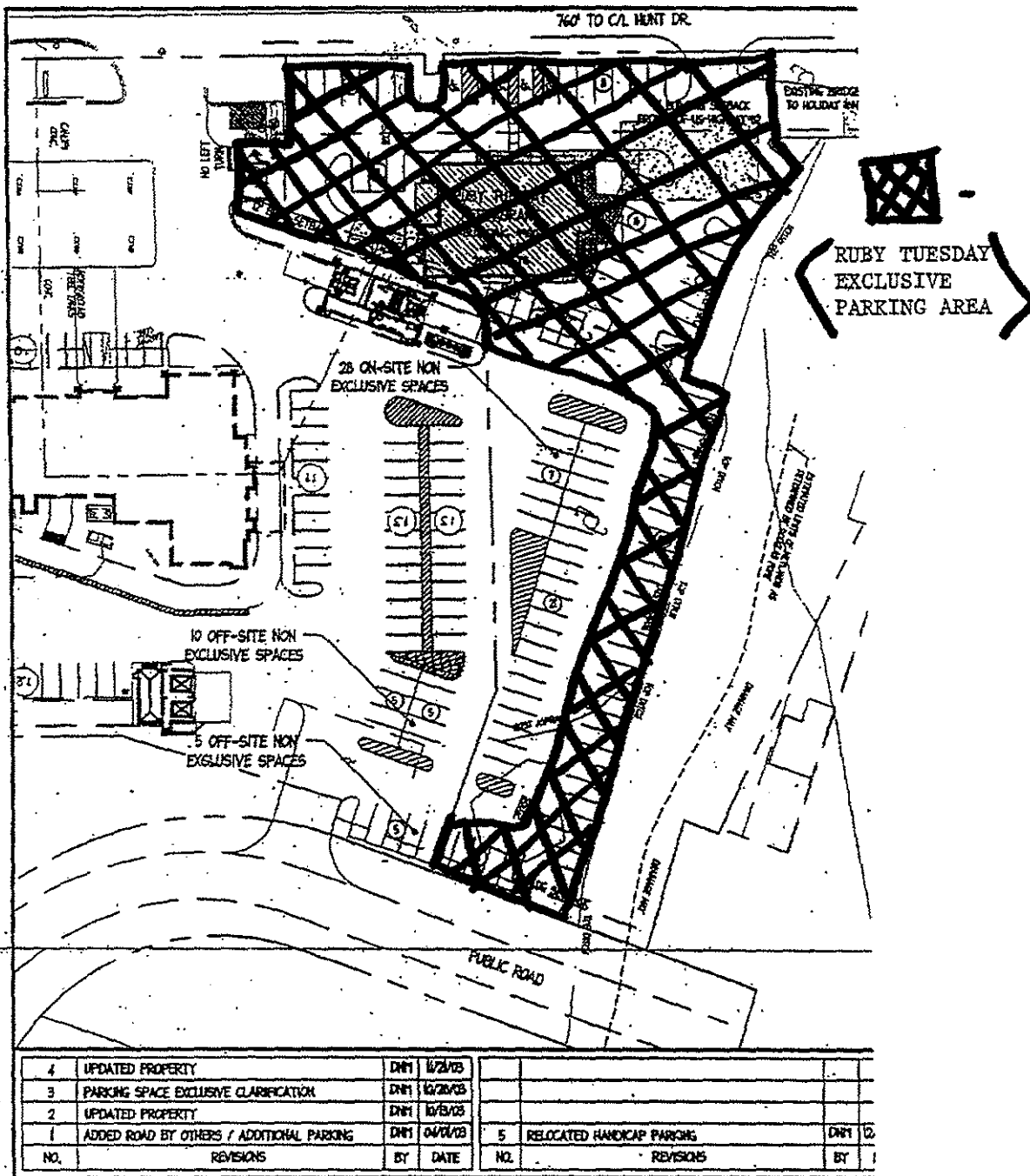
EXHIBIT 'B'**SITE PLAN**

lof8

RJB

EXHIBIT 'B'

SITE PLAN

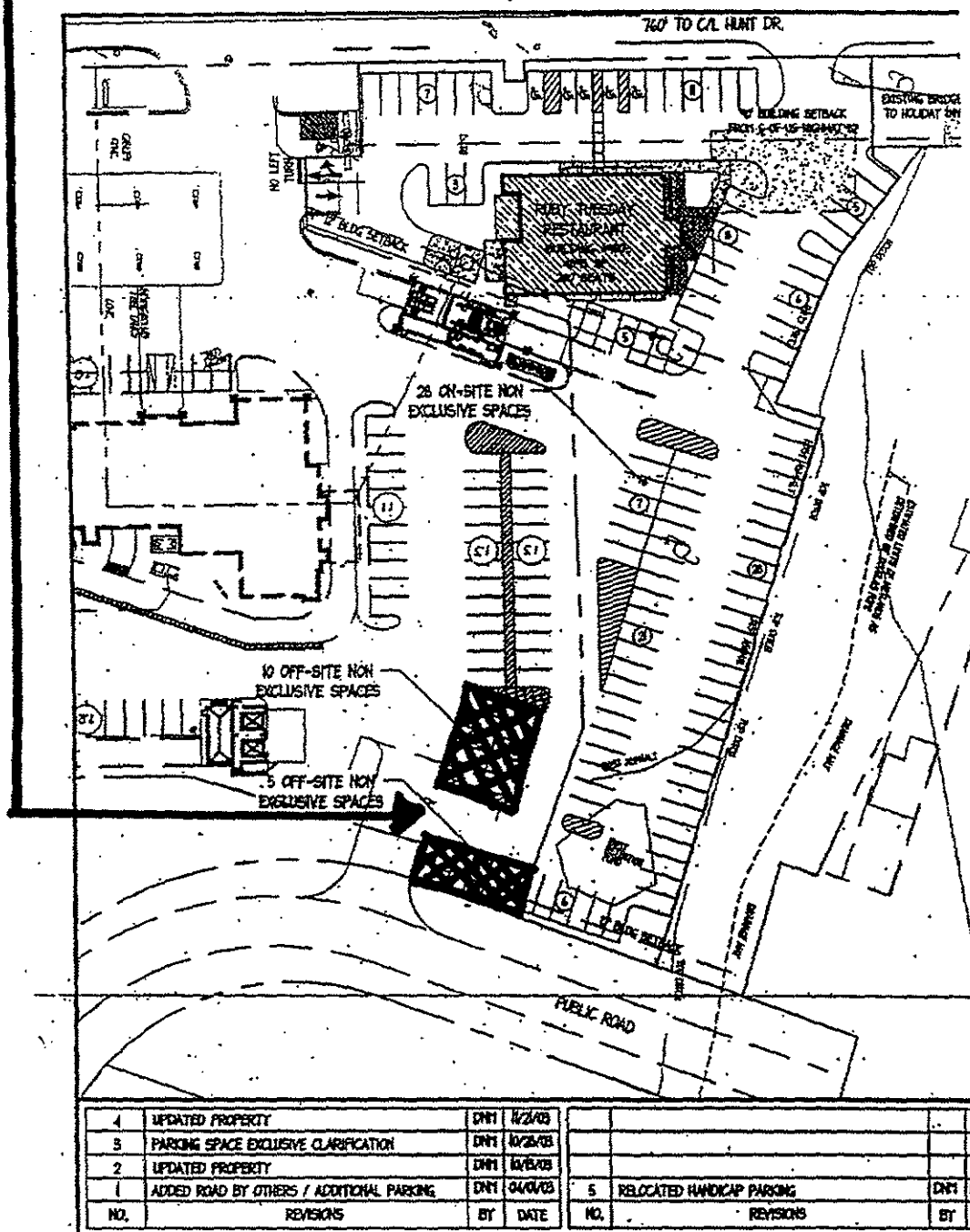


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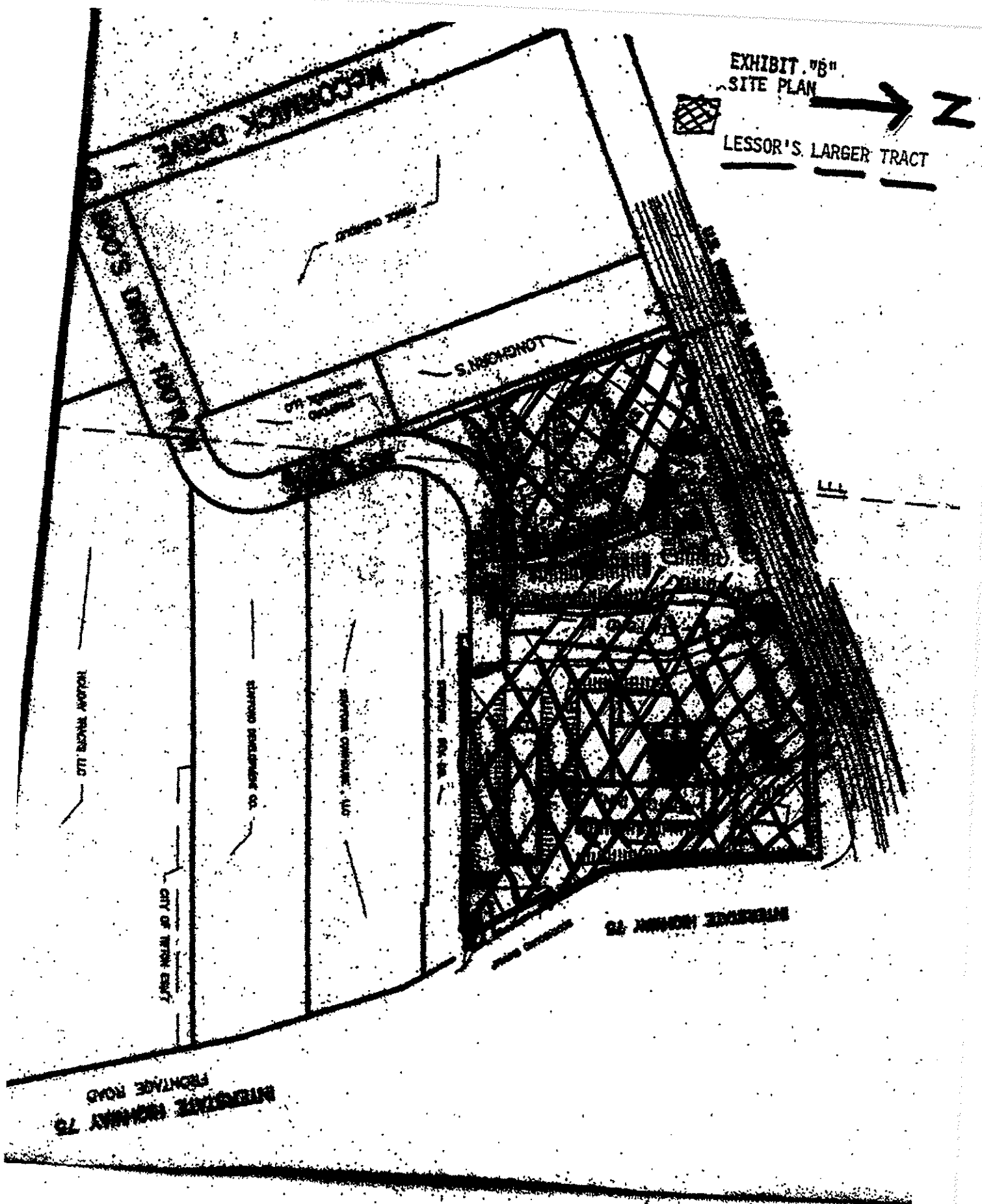
RUBY TUESDAY OFF-SITE
PARKING SPACES

EXHIBIT "B"

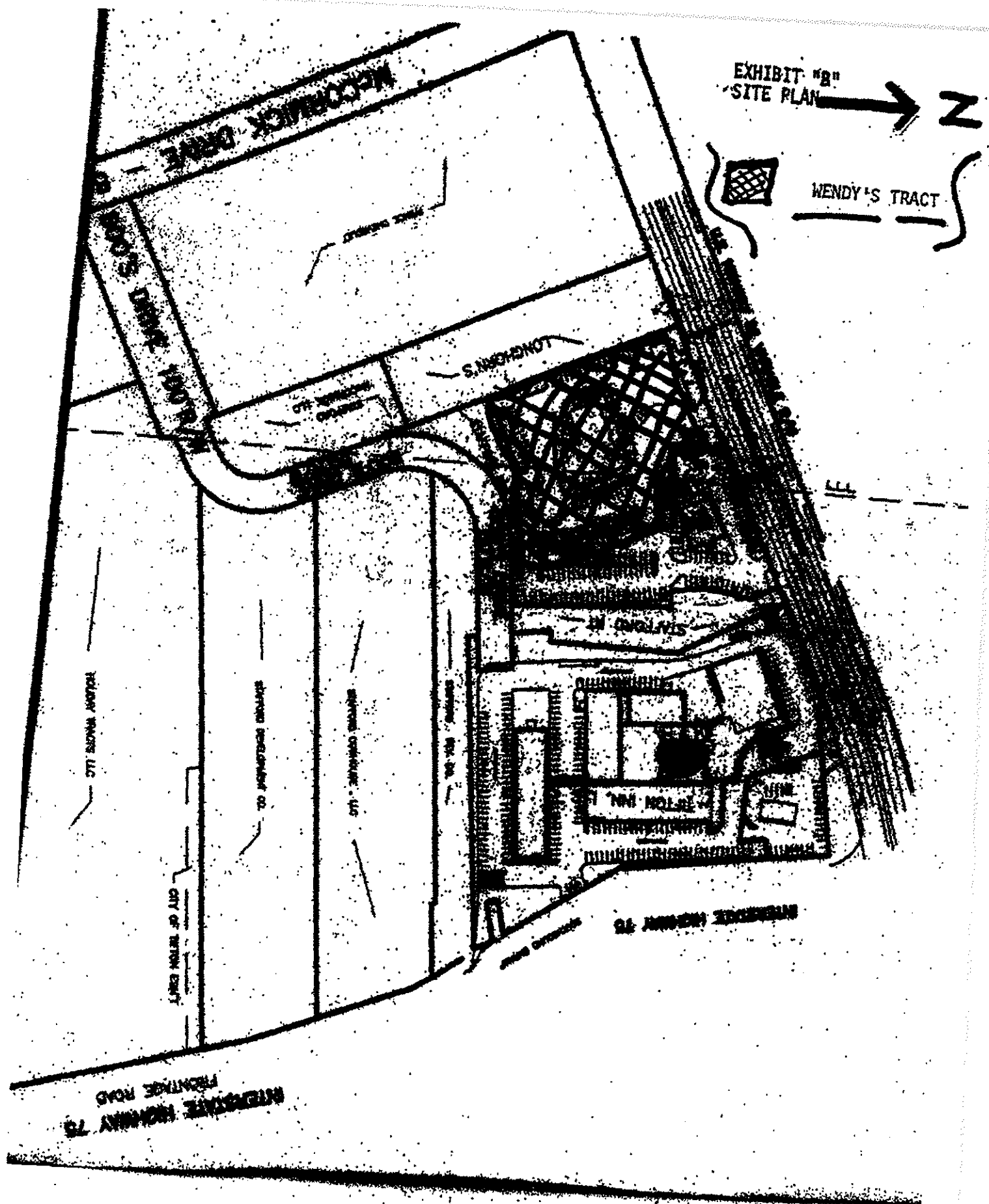
SITE PLAN



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B.B.W.

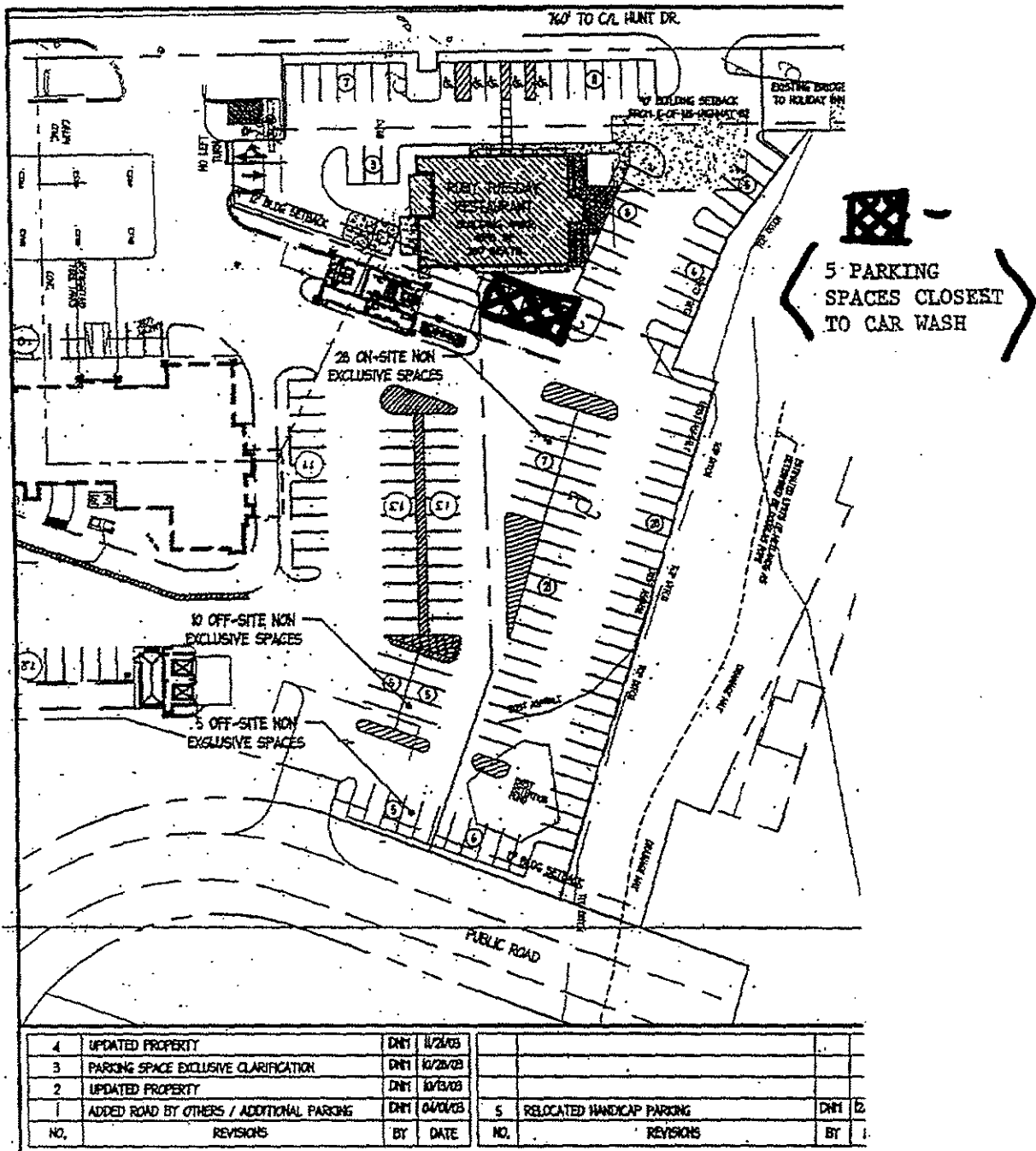


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EXHIBIT 'B'

SITE PLAN



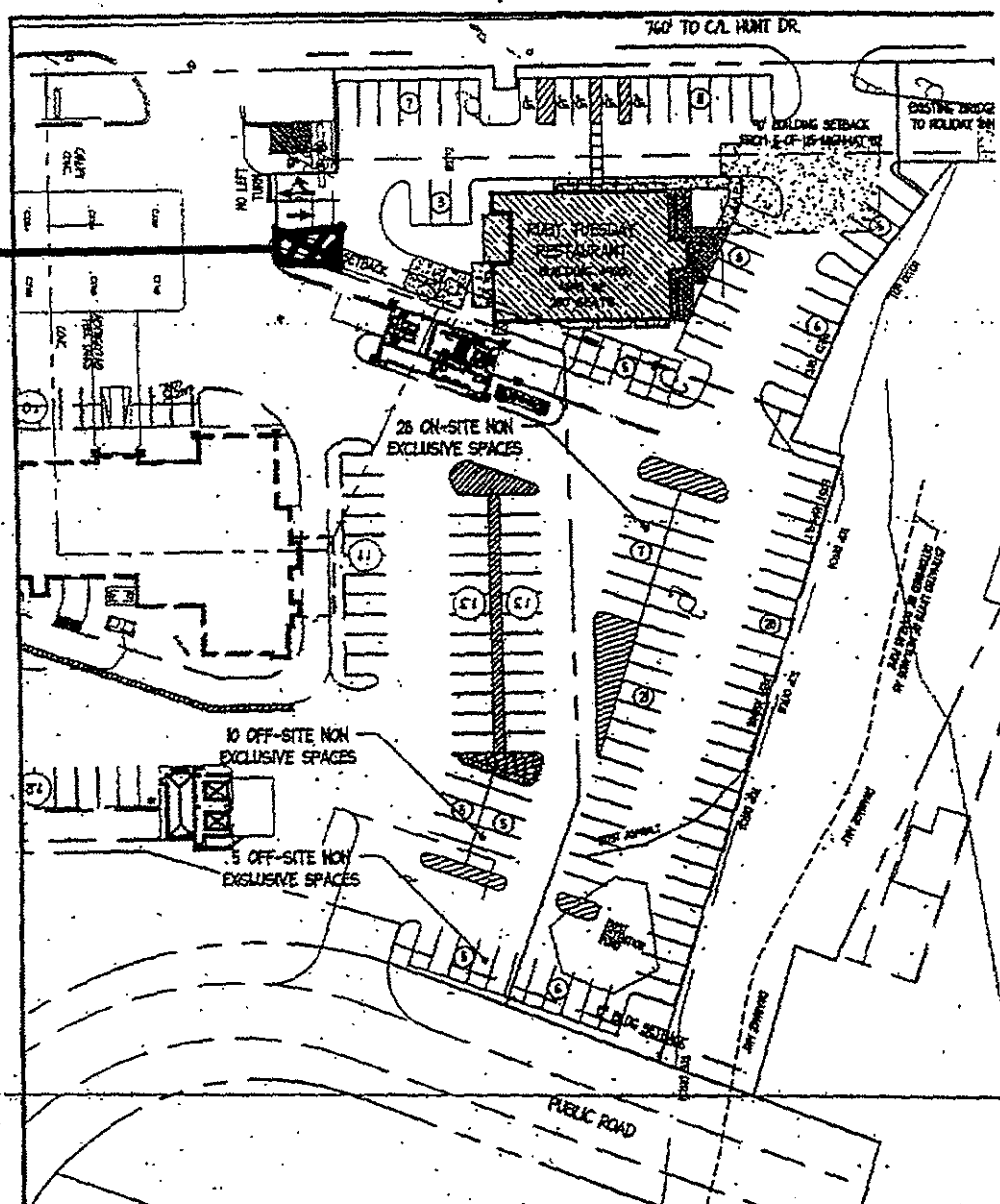
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CURRENT LOCATION OF
WATER & AIR STATION
& FLAGPOLE

EXHIBIT 'B'

SITE PLAN



4	UPDATED PROPERTY	DNY	11/21/13				
3	PARKING SPACE EXCLUSIVE CLARIFICATION	DNY	10/26/13				
2	UPDATED PROPERTY	DNY	10/8/13				
1	ADDED ROAD BY OTHERS / ADDITIONAL PARKING	DNY	04/08/13	5	RELOCATED HANDICAP PARKING	DNY	12
NO.	REVISIONS	BY	DATE	NO.	REVISIONS	BY	DATE

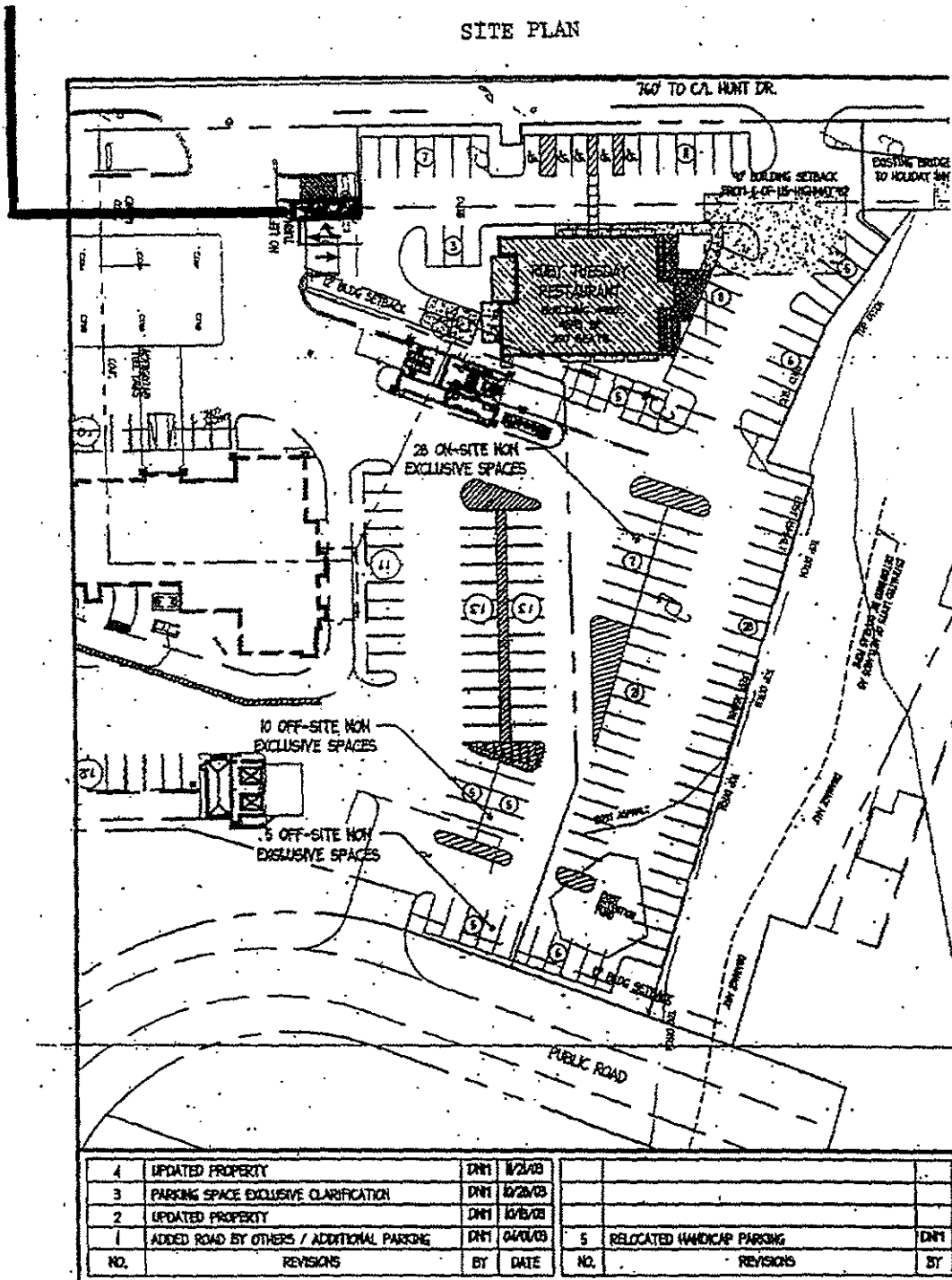
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LOCATION OF RELOCATED
WATER & AIR STATION
& FLAGPOLE



EXHIBIT 'B'

SITE PLAN



BBN

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EXHIBIT "B-1" TO GROUND LEASE
DEPICTION OF RUBY TUESDAY SIGN AREA

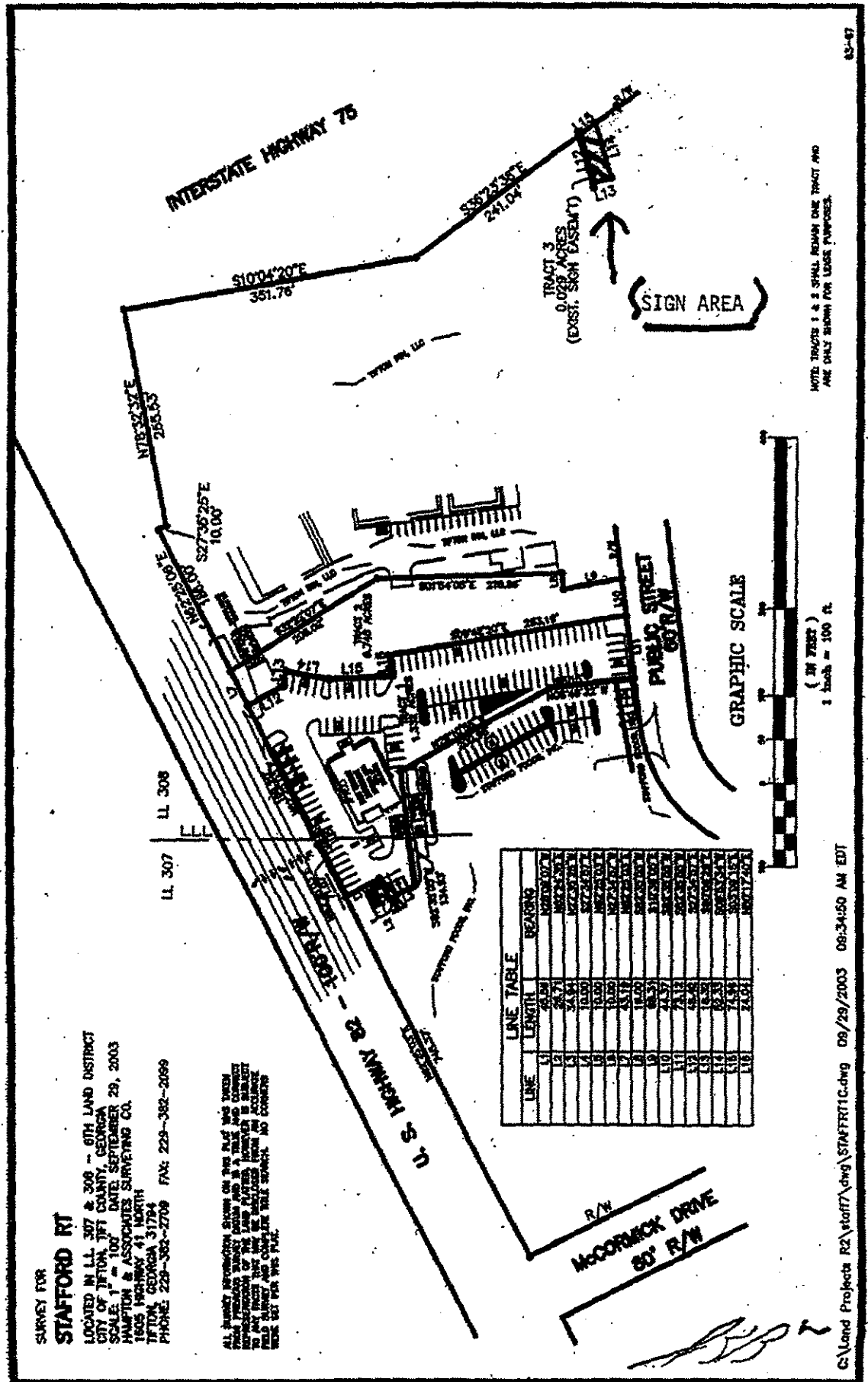


EXHIBIT "B-1" TO GROUND LEASE

DEPICTION OF RUBY TUESDAY SIGN AREA

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 308 of the 6th District, City of Tifton, Tift County, Georgia, being more particularly described as follows:

Commencing at a point at the intersection of the northeastern right-of-way of McCormick Drive (an 80-foot right-of-way) and the southeastern right-of-way of U.S. Highway 82 (a 100-foot right-of-way); from said point of commencement, thence traveling along the southeastern right-of-way of U.S. Highway 82 the following courses and distances: North 62 degrees 25 minutes 3 seconds East, 745.37 feet; North 62 degrees 25 minutes 3 seconds East, 71.07 feet; South 27 degrees 34 minutes 57 seconds East, 10 feet; North 62 degrees 25 minutes 3 seconds East, 10 feet; North 27 degrees 34 minutes 57 seconds West, 10 feet; North 62 degrees 25 minutes 3 seconds East, 169.20 feet; North 62 degrees 25 minutes 3 seconds East, 43.19 feet; North 62 degrees 25 minutes 6 seconds East, 186 feet; South 27 degrees 35 minutes 25 seconds East, 10 feet; and North 78 degrees 32 minutes 32 seconds East, 255.53 to a point at the intersection of the southeastern right-of-way of U.S. Highway 82 and the western right-of-way of Interstate Highway 75; thence traveling along the western right-of-way of Interstate Highway 75 the following courses and distances: South 10 degrees 4 minutes 20 seconds East, 351.76 feet and South 36 degrees 23 minutes 38 seconds East, 241.04 feet to the TRUE POINT OF BEGINNING.

From said TRUE POINT OF BEGINNING, continuing along said western right-of-way Interstate Highway 75 South 36 degrees 23 minutes 53 seconds East, 21.37 feet; thence leaving said right-of-way and traveling South 74 degrees 15 minutes 8 seconds West, 66.51 feet to a point; thence traveling North 15 degrees 45 minutes 9 seconds West, 20 feet to a point; thence traveling North 74 degrees 15 minutes 27 seconds East, 58.97 feet to a point located on the western right-of-way of Interstate Highway 75 being the TRUE POINT OF BEGINNING.

Said property being depicted as Tract 3 containing 0.029 acres as more particularly depicted on that certain Survey for Stafford RT, prepared by Hampton & Associates Surveying Co., bearing the seal of Derrell Hampton, G.R.L.S. No. 2161, dated December 17, 2003, said survey being incorporated herein and made a part hereof by reference.



EXHIBIT "C" TO GROUND LEASE**SIGN LEASE**

This **SIGN LEASE** ("Lease") entered into by and between **STAFFORD DEVELOPMENT COMPANY**, a Georgia corporation, successor by corporate merger to **Interstate Inns, Inc.**, whose address is 1805 U.S. Highway 82 West, P.O. Box 269, Tifton, Georgia 31793 ("Lessor") and **RUBY TUESDAY, INC.**, a Georgia corporation, whose address is 150 West Church Avenue, Maryville, Tennessee 37801 ("Lessee"), this ____ day of _____, 2003.

WITNESSETH

WHEREAS, Lessor is the owner of that certain parcel of land described on the attached **Exhibit "A"**, which parcel shall be referred to herein as the Leased Premises; and

WHEREAS, Lessee desires to lease the Leased Premises from Lessor for the purposes of placing, operating, and maintaining a sign ("Sign") advertising its restaurant on an adjacent parcel ("Restaurant").

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises, together with the right to access, operate and maintain the Sign, pursuant to the terms and conditions set forth herein, at Lessee's sole cost and expense.

Lessor does hereby grant and convey to Ruby Tuesday, for the term of the Lease and any extensions and renewals thereof, for the benefit of the Leased Premises, a perpetual, non-exclusive, uninterrupted right, privilege and easement, which right, privilege and easement shall be appurtenant to and pass with the title to the Leased Premises, for the purposes of (a) pedestrian and vehicular ingress and egress and (b) the right and an easement to construct, maintain, relocate, enlarge, use and tap into any and all utility lines necessary to serve the Sign, over and across the portion of Lessor's adjacent land depicted as "Access and Utility Easement Area" on **Exhibit "B"**.

The term of the Lease shall be identical to the term of that certain Ground Lease from Stafford RT, LLC to Lessee, dated _____, for the lease of the Restaurant ("Prime Lease"). If the Prime Lease shall terminate for any reason, then this Sign Lease shall also terminate as of the same date. Any extension, renewal, or exercise of any option period of, or with regard to, the Prime Lease shall also work to extend this Sign Lease for any identical period.

If the Sign is not permitted or is ordered removed by any applicable governmental agency's rule, regulation or ordinance ("Government") and Lessee is required to remove it ("Removal"), then (a) if the Removal is required by the Government during the first year of this Lease, Lessor shall remove the Sign (including the pole and pylons, but not the base) at Lessor's expense; and (b) if the Removal is required by the Government after the first year of this Lease, then Lessee shall remove the Sign at Lessee's expense (including the pole and pylons, but not the base).

Annual rental throughout the term and any extension thereof shall be \$1.00 per year, payable annually in advance to Lessor at Tifton, Georgia or such other address designated in writing by Lessor.

As between Lessor and Lessee, all structures, equipment and materials placed on the Leased Premises shall remain the property of the Lessor, except the sign itself which bears the name of Lessee, its successors or assigns, which shall remain the property of Lessee, its successors or assigns. Lessee is granted the right to remove its property, if any, from the Leased Premises within ninety (90) days after the expiration of this Lease or any renewal or extension thereof. Lessee may not enlarge the sign, change the height or width of or remove the structures currently installed on the leased Premises to support the sign or otherwise alter the Leased

Premises (excepting the installation of the sign itself at the top of the currently installed pole and alteration to the face of the sign only if and to the extent required for Lessee to obtain its sign permits) without the written consent of Lessor, in Lessor's sole and unfettered discretion.

In the event of a condemnation or casualty affecting the Leased Premises during the term hereof, Lessee shall have the right, but not the obligation, to terminate this Lease, at which point all rights and obligations hereunder, including the obligation to pay rent, shall immediately cease and terminate.

Following the execution of this Lease, Lessee shall have the right to terminate the Lease at any time prior to the commencement of the next renewal term by providing written notice of such intentions.

Lessor represents and warrants that Lessor is the owner of the fee simple interest in the Leased Premises, and has the authority to enter into this Lease; provided, however, that Lessor makes no representation with regard to whether the Lessee's sign will be permitted by the Government.

Lessee shall be responsible at its sole cost and expense to provide any required utility services to the Leased Premises and shall maintain the Leased Premises in an attractive and first class condition.

Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

The parties agree to cooperate in negotiating, executing, and recording in the public deed records of Tift County, Georgia a memorandum of this Sign Lease.

All notices and approvals required or permitted hereunder shall be served by either certified mail, return receipt requested, or by hand delivery, or by a nationally recognized overnight delivery service, such as Fed Ex, to a party at the last known address of its principal place of business or

If to Lessor: Stafford Development Company
1805 U.S. Highway 82 West
P.O. Box 269
Tifton, Georgia 31793
Attn: President

With copy to: Stafford Properties, Inc.
80 West Wieuca Street
Suite 302
Atlanta, Georgia 30342
Attn: Mike Puckett

If to Lessee: Ruby Tuesday, Inc.
150 West Church Avenue
Maryville, Tennessee 37801
Attn: Real Estate Legal

This Lease may not be assigned by Lessee to any other party except as part of a permitted assignment of the Prime Lease.

This Lease shall be construed under the laws of the State of Georgia .

(SIGNATURES ON PAGE ____)



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WITNESSES:

ATTEST:

Date: _____

WITNESSES:

ATTEST:

Date: _____

Exhibit "A" - Depiction of Leased Premises
Exhibit "B" - Depiction of Access and Utility Easement Area

BBN

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EXHIBIT "A" TO SIGN LEASE

Depiction of Leased Premises

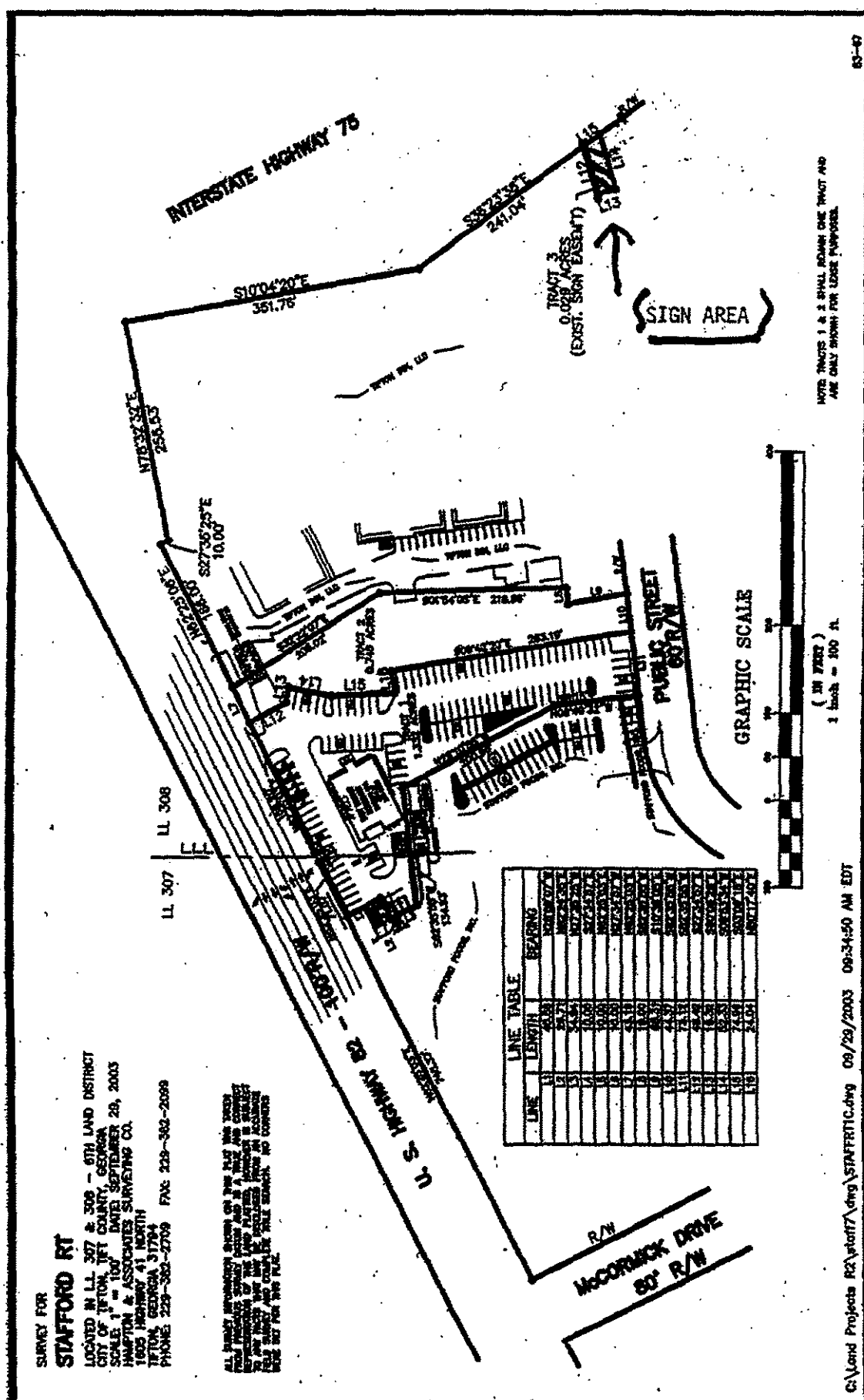


EXHIBIT "A" TO SIGN LEASE

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 308 of the 6th District, City of Tifton, Tift County, Georgia, being more particularly described as follows:

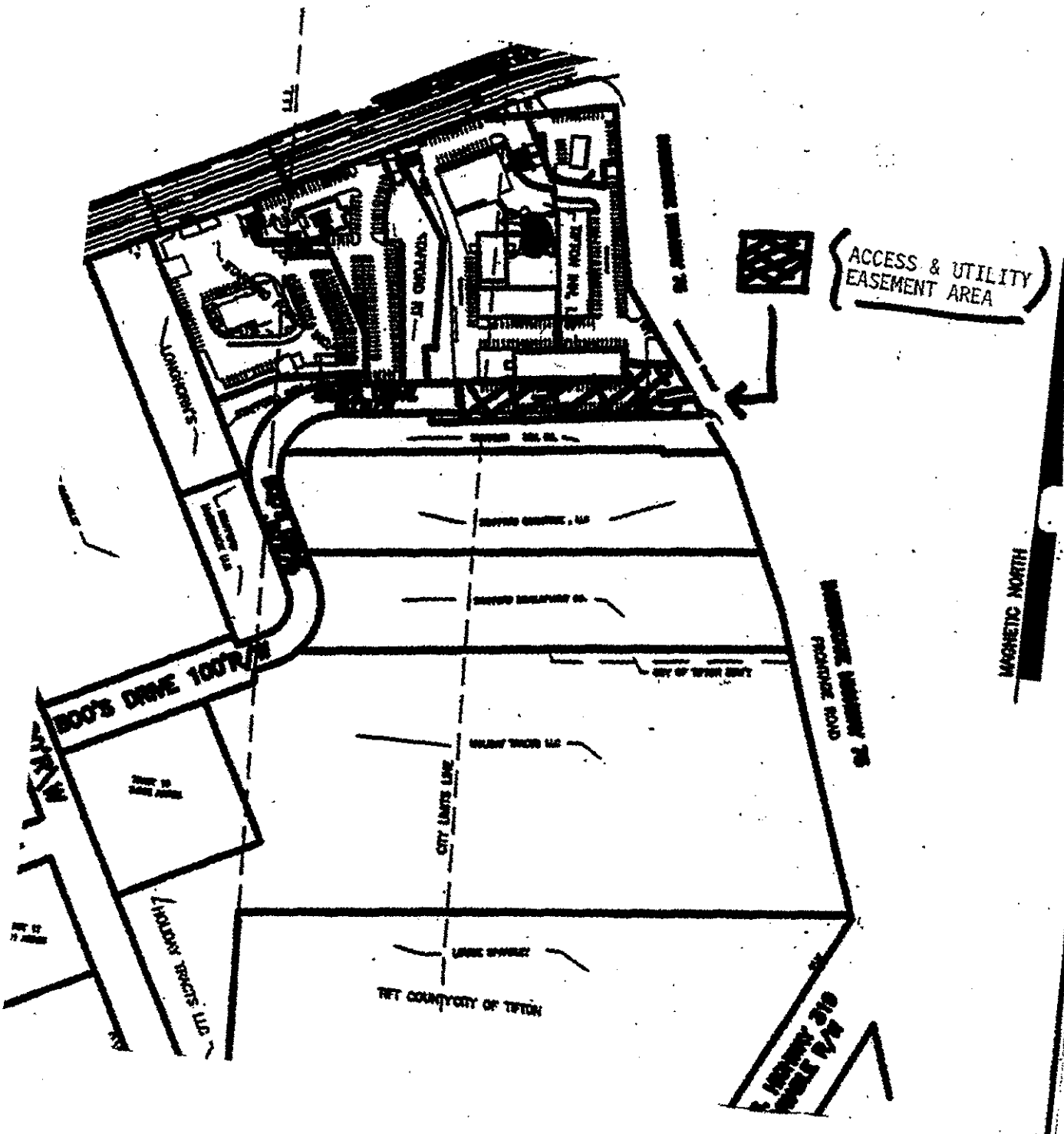
Commencing at a point at the intersection of the northeastern right-of-way of McCormick Drive (an 80-foot right-of-way) and the southeastern right-of-way of U.S. Highway 82 (a 100-foot right-of-way); from said point of commencement, thence traveling along the southeastern right-of-way of U.S. Highway 82 the following courses and distances: North 62 degrees 25 minutes 3 seconds East, 745.37 feet; North 62 degrees 25 minutes 3 seconds East, 71.07 feet; South 27 degrees 34 minutes 57 seconds East, 10 feet; North 62 degrees 25 minutes 3 seconds East, 10 feet; North 27 degrees 34 minutes 57 seconds West, 10 feet; North 62 degrees 25 minutes 3 seconds East, 169.20 feet; North 62 degrees 25 minutes 3 seconds East, 43.19 feet; North 62 degrees 25 minutes 6 seconds East, 186 feet; South 27 degrees 35 minutes 25 seconds East, 10 feet; and North 78 degrees 32 minutes 32 seconds East, 255.53 to a point at the intersection of the southeastern right-of-way of U.S. Highway 82 and the western right-of-way of Interstate Highway 75; thence traveling along the western right-of-way of Interstate Highway 75 the following courses and distances: South 10 degrees 4 minutes 20 seconds East, 351.76 feet and South 36 degrees 23 minutes 38 seconds East, 241.04 feet to the TRUE POINT OF BEGINNING.

From said TRUE POINT OF BEGINNING, continuing along said western right-of-way Interstate Highway 75 South 36 degrees 23 minutes 53 seconds East, 21.37 feet; thence leaving said right-of-way and traveling South 74 degrees 15 minutes 8 seconds West, 66.51 feet to a point; thence traveling North 15 degrees 45 minutes 9 seconds West, 20 feet to a point; thence traveling North 74 degrees 15 minutes 27 seconds East, 58.97 feet to a point located on the western right-of-way of Interstate Highway 75 being the TRUE POINT OF BEGINNING.

Said property being depicted as Tract 3 containing 0.029 acres as more particularly depicted on that certain Survey for Stafford RT, prepared by Hampton & Associates Surveying Co., bearing the seal of Derrell Hampton, G.R.L.S. No. 2161, dated December 17, 2003, said survey being incorporated herein and made a part hereof by reference.

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EXHIBIT "B" TO SIGN LEASE
Depiction of Access and Utility Easement Area



Handwritten signature

JOINDER TO SIGN LEASE

SOUTHTRUST BANK, an Alabama corporation ("Lender"), being the current holder of a mortgage ("Mortgage") on the Access and Utility Easement Area (as such term is defined by the foregoing Sign Lease ("Lease"), said Mortgage being evidenced for record by that certain Deed to Secure Debt ("Deed") filed in Deed Book 893, Page 222, in the Office of the Clerk of the Superior Court of Tift County, Georgia, hereby consents to the Access and Utility Easement rights conveyed in the foregoing Lease. Lender agrees that should Lender foreclose on the Mortgage and/or otherwise come into possession of Access and Utility Easement Area by foreclosure or deed in lieu of foreclosure or otherwise, then Lender shall be bound by and comply with the easement rights contained in the foregoing Lease.

SOUTHTRUST BANK
an Alabama corporation

Bv: _____
Print Name: _____
Its: _____

[CORPORATE SEAL]

ATTEST: _____
Print Name: _____
Its: _____

Signed, sealed and delivered
in the presence of:

UNOFFICIAL WITNESS

NOTARY PUBLIC

My Commission Expires: _____

(Affix Notarial Seal)

EXHIBIT "D" TO GROUND LEASE

RENT SCHEDULE

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<u>LEASE YEARS</u>	<u>ANNUAL RENTAL</u>	<u>MONTHLY RENTAL</u>
Years 1-10	\$ 67,000.00	\$5,583.33
Years 1-20	\$ 73,700.00	\$6,141.67
Years 21-25 (1 st Option)	\$ 81,070.00	\$6,755.83
Years 26-30 (2 nd Option)	\$ 87,150.00	\$7,262.50
Years 31-35 (3 rd Option)	\$ 93,685.00	\$7,807.10
Years 36-40 (4 th Option)	\$100,711.00	\$8,392.58



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EXHIBIT "E" TO GROUND LEASE

INTENTIONALLY OMITTED

A handwritten signature in black ink, appearing to be 'BBN', is located in the bottom right corner of the page.

EXHIBIT "F" TO GROUND LEASEAGREEMENT

This Agreement is made as of the ____ day of _____, 2003, by and among Ruby Tuesday, Inc., a Georgia corporation; Stafford RT, LLC, a Georgia limited liability company ("SRT"); and Stafford Development Company, a Georgia corporation ("Stafford").

WHEREAS, SRT is the owner of real property located at 1306 U.S. Highway 82 West in Tifton, Georgia as is described in the attached Exhibit "A" (the "Property"); and

WHEREAS, petroleum products or substances containing petroleum constituents have been detected on the Property, including without limitation one or more of: benzene, toluene, ethylbenzene and xylenes; and

WHEREAS, Ruby Tuesday, Inc. will not lease the Property unless SRT enters into this Agreement and unless Stafford guarantees SRT's performance hereunder; and

WHEREAS, the parties desire to cooperate for their mutual benefit and to allow Ruby Tuesday, Inc. and its successors-in-title to secure the full benefits of its leasehold ownership, use, and occupation of the Property;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with Stafford and SRT acknowledging that Ruby Tuesday, Inc. has and will rely upon this Agreement in agreeing to lease the Property, the parties do hereby agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

"Constituents" means petroleum products and materials containing petroleum constituents, released at the Property, and which include, without limitation, benzene, toluene, ethylbenzene, xylenes and MTBE.

"Environmental Claim" means any claim for personal injury, property damage, or reimbursement of costs for assessment, monitoring, cleanup or waste disposal (including consultants, laboratories, attorneys' and experts' fees) relating to the Constituents made, asserted or prosecuted by or on behalf of a third party, including, without limitation, any governmental entity, employee, former employee, tenants, invitees, customers, adjacent or impacted property owner or lessee, or their respective legal representatives, heirs, executors, successors and assigns.

"Environmental Cleanup Liability" means any direct, non-consequential, out-of-pocket cost or expense incurred to assess, monitor, contain, remove, remedy, treat, clean up or abate any Constituents and any environmental media impacted by the Constituents, including soil and groundwater impacted by the Constituents, but only if and to the extent required by Environmental Law, or regulatory enforcement officials acting under or pursuant to any Environmental Law, including, without limitation:

- (a) Any direct, non-consequential, out-of-pocket cost or expense for investigation, study, assessment, cost recovery by governmental agencies, or on-going monitoring of the Property in connection therewith; and
- (b) Any direct, non-consequential, out-of-pocket cost, expense, loss or damage incurred with respect to the Property as a result of actions or measures necessary to implement or effectuate any assessment, monitoring, containment, removal, remedying,

1 treatment, cleanup, waste disposal or abatement.

- 2
3 (c) Any direct, non-consequential, out-of-pocket cost or expense for disposal of
4 Constituents or soil, groundwater or other environmental media impacted by the
5 Constituents during development activities.
6

7 Environmental Cleanup Liability shall include, without limitation, the reasonable and
8 actual direct, non-consequential, out-of-pocket fees of attorneys, consultants, engineers,
9 geologists, laboratories and other experts. Environmental Cleanup Liability shall also include
10 any penalties or fines imposed by any federal, state, or local government agency with respect to
11 the Constituents. Environmental Cleanup Liability shall also include any liens against the
12 Property relating to the Constituents and any failure or defect in title to the Property occasioned
13 by the migration or presence of the Constituents or failure of SRT to comply with any
14 Environmental Law. Environmental Cleanup Liability shall not include any of the above
15 referenced costs, claims, and expenses to the extent same are solely attributable to the acts or
16 omissions of Ruby Tuesday, Inc., its agents, contractors, employees, customers, vendors,
17 invitees, and licensees, in material violation of any provision of the lease to which this
18 Agreement is attached as Exhibit "F" (the "Lease") or any provision of applicable Environmental
19 Law.
20

21 "Environmental Law" means any applicable federal, state, or local statute, ordinance,
22 rule, regulation, order, consent decree, judgment or common-law doctrine (including, without
23 limitation, nuisance or trespass), and interpretation thereof, as amended, and provisions and
24 conditions of permits, licenses and other operating authorizations relating to pollution or
25 protection of human health, welfare or the environment, including natural resources or which
26 may affect or regulate the Constituents, as amended, which are now or may hereafter become in
27 effect.
28

29 "Indemnatee" or "Indemnitees" means Ruby Tuesday, Inc. as well as its officers,
30 directors, employees, agents, representatives, successors, assigns, and successors-in-title with
31 respect to all or any portion of the Property. "Indemnatee" or "Indemnitees" shall also include
32 any lender taking title to, or a security interest in, the leasehold estate of Ruby Tuesday, Inc., its
33 successors and assigns, relating to the Property, or any portion thereof, or the improvements on
34 the Property.
35

36 "SRT" means Stafford RT, LLC, a Georgia limited liability company, and its successors
37 and assigns.
38

39 "Stafford" means Stafford Development Company, a Georgia Corporation, and its
40 successors and assigns.
41

ARTICLE II INDEMNIFICATION

- A. During the term of the lease, including any renewals or permitted extensions thereof, and for a period of one (1) year following the termination or expiration of the lease, SRT shall reimburse, defend, indemnify and hold harmless Indemnitees from and against the following arising out of or in any way related to the Constituents:
1. Environmental Cleanup Liability;
 2. Environmental Claims; and
 3. Fines and penalties assess, levied or asserted against Indemnitees as a result of a violation or alleged violation of any Environmental Law arising from the Constituents or the acts or omissions of SRT.
- B. Indemnitees shall notify SRT prior to giving any notice required by any Environmental Law relating to the Constituents. Failure by Indemnitees to give timely notice under this part shall not relieve SRT of any obligations under this Agreement, unless the Environmental Claim or Environmental Cleanup liability arises out of the Indemnitees failure to timely give such notice.
- C. This Agreement is between the parties hereto only, and nothing contained in this Agreement shall be construed as an admission of liability by any party to any other person or entity. No third party beneficiaries are intended or created hereby.

ARTICLE III DISCHARGE OF ENVIRONMENTAL CLAIMS

- A. In the event that Indemnitee notifies SRT of any claim that is subject to an indemnification obligation under Article II, SRT shall, within thirty (30) days from the date of receipt of notice, acknowledge and assume the liability asserted. During the thirty (30) day period, Indemnitee shall take no action nor incur any expense with respect to the claim, except to the extent that such action or expense is: (1) legally required; or (2) reasonably necessary under the circumstances to prevent imminent and substantial endangerment to human health or the environment.
- B. SRT shall have the right and obligation to control, manage and direct all discussions, proceedings and activities regarding the satisfaction or discharge of any claim which is assumed by SRT or any liability or obligation that such a claim seeks to impose on SRT.
- C. Each Indemnitee shall have the right, at its own expense, to consult with SRT, through counsel or otherwise, with respect to all meetings and proceedings with adverse parties or governmental authorities and with respect to all activities pertaining to any matter related to this Agreement. SRT shall consult with Indemnites prior to initiating or participating in any meeting or proceeding in which decisions or discussions reasonably anticipated to involve Environmental Law issues which could be materially adverse to Indemnites, or which may materially interfere with Indemnites intended use of its leasehold estate in the Property, may be made. This right of consultation shall not apply to privileged confidential meetings or documents or those documents subject to the attorney's work product doctrine. Each Indemnitee, or its designated representatives, shall have the right to participate in such meetings or proceedings.

ARTICLE IV REMEDATION OF SOIL AND GROUNDWATER CONTAMINATION

- A. If and to the extent required under the Environmental Laws applicable to USTs, as enforced by the Georgia Environmental Protection Division ("EPD"), SRT shall remediate any Constituents on the Property or any adjacent or other impacted property ("adjacent property") in accordance with EPD direction and approval and in

accordance with the Georgia Underground Storage Tank ("UST") Management Act and Regulations, and any other applicable Environmental Law. It shall be SRT's responsibility to obtain all necessary permits, approvals or authorizations necessary to carry out SRT's obligations hereunder.

B. If and to the extent required to resolve any nuisance or trespass claim brought or made against Indemnitee by any person or entity, SRT shall remediate any Constituents on the Property or any adjacent or other impacted property ("adjacent property") to the extent required by Environmental Law including, but not limited to, a binding and non-appealable court order.

C. If and to the extent required under the Environmental Laws applicable to USTs, as enforced by the EPD, SRT shall initiate corrective action in accordance with any Corrective Action Plan ("CAP") submitted by SRT to and approved by the Georgia EPD. If the approved CAP so requires, SRT shall remediate any groundwater contamination related to the Constituents at the Property in excess of the Georgia In-stream Water Quality Standards established in Chapter 391-3-6-.03 of the Official Rules and Regulation of the State of Georgia or other standard as may be established in the future by EPD.

D. If and to the extent required under the Environmental Laws applicable to USTs, as enforced by the EPD, SRT shall comply with any and all requirements or conditions EPD may impose as conditions precedent to CAP approval, if any, and shall carry out the CAP promptly upon approval of the CAP by EPD. SRT shall commence work required by the CAP no later than thirty (30) days after EPD approves the plan, and perform work in accordance with the schedule contained within the CAP. SRT shall promptly submit to Indemnitees copies of all reports or notices that SRT submits to EPD in the course of preparing and complying with the CAP, and shall notify Indemnitees when SRT has completed all of its obligations under the CAP.

E. SRT shall make reassemble efforts to promptly repair any and all damage to the Property and any improvements located thereon occasioned by activities relating to this Agreement, and shall make reassemble efforts to restore the Property to its former condition, normal wear and tear excepted. Any monitoring wells on the Property shall be closed in accordance with applicable regulations promptly upon completion of SRT's remediation/assessment/monitoring obligations hereunder.

F. SRT shall reimburse, defend, indemnify, and hold harmless Indemnitees and their lenders from and against all claims, demands, actions, and causes of action of any kind whatsoever arising out of or relating to any negligent act or omission by SRT, or any employee, contractor, subcontractor, or any other person or entity working on behalf of SRT, when performing work under this Article IV.

ARTICLE V

ACCESS AND COOPERATION

A. SRT acknowledges that Ruby Tuesday, Inc. intends to lease the Property and to develop the Property pursuant to the terms and conditions of the Lease, which development may include, without limitation, the construction of a restaurant.

B. In order to assist the parties in fulfilling their respective obligations under this Agreement, Indemnitees will afford SRT and its employees, agents, and contractors, upon reasonable notice, and subject to the rights of tenants, if any, reasonable access to the Property including, but not limited to, the right to enter upon, photograph, investigate, drill wells, take soil borings, remediate, monitor and test; provided that, such access may be conditioned or restricted as may be reasonably necessary to protect the development and operation of the Property (including showing the improvements on the Property for sub-lease), to ensure the safety of personnel (including employees, tenants, invitees, licensees, and customers) and facilities or to protect confidential or privileged information. SRT shall use reasonable efforts to minimize any interference with Indemnities free and ready access and use of and to the Property pursuant to the terms of the Lease.

C. If SRT conducts a cleanup, it shall sign as the generator, all manifests and shipping documents relating to transportation, disposal or recycling of Constituents and/or contaminated media, whether from site investigation, or remediation.

ARTICLE VI MISCELLANEOUS

A. SRT agrees that this Agreement shall inure to the benefit of and may be enforced by Indemnitees, their successors, assigns, and any successors-in-title to all or any portion of the leasehold estate conveyed to Ruby Tuesday, Inc. pursuant to the Lease, including any lender holding any lien, mortgage, security deed or other interest in the leasehold estate, the improvements on the Property, or any portion thereof, to secure the repayment of a debt. This Agreement shall be enforceable jointly and severally against SRT and any related party of SRT to which SRT transfers or assigns both the Lease and its obligations hereunder.

B. Stafford hereby acknowledges and agrees that this Agreement is to the direct benefit of Stafford, as managing member of SRT. Stafford hereby irrevocably and unconditionally guarantees the due and prompt performance of all obligations of SRT under this Agreement, and further agrees that upon any breach by SRT of any of its obligations under this Agreement, Stafford shall, upon demand from any Indemnitee, promptly pay any amounts due from SRT under this Agreement and promptly perform, or cause SRT to promptly perform, any obligations thereunder. In the performance of SRT's obligations hereunder, Stafford shall assume all the rights and responsibilities of SRT under this Agreement. This guaranty shall be effective upon the effective date of this Agreement and shall survive termination of this Agreement. Stafford acknowledges and agrees that it has received adequate consideration for this Agreement, that Ruby Tuesday, Inc. has relied and will rely on the covenants and agreements herein and that the execution and delivery of this Agreement is an essential condition but for which Ruby Tuesday, Inc. would not agree to lease the Property.

C. SRT's obligations hereunder shall in no way be impaired, reduced or released by reason of any Indemnitee's omission or delay to exercise any right described herein, unless SRT is prejudiced by such delay.

D. This Agreement is the sole agreement between the parties regarding the subject matter of this agreement.

E. Any and all notices, requests, transmittals, demands or other communications permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice or other communication, and shall be delivered personally, or sent by registered or certified mail, to the other party at the address set out below, or at such other address as may be supplied in writing. The addresses set out below may be changed by providing notices as provided herein. Nothing in this paragraph shall be construed to require any notice from any Indemnitee to SRT not otherwise specifically provided for under this Agreement.

If to Ruby Tuesday, Inc.:

Walter G. Cole Jr., Esq.
Ruby Tuesday, Inc.
150 West Church Avenue
Maryville, Tennessee 37801
(865) 379-5700

cc: Joan B. Sasine, Esq.
Powell, Goldstein, Frazer & Murphy LLP
191 Peachtree Street, 16th floor
Atlanta, Georgia 30303
(404) 572-6647

If to Stafford RT, LLC or Stafford Development Company:

Steve Edwards, COO
Stafford Development Company
1805 U.S. Hwy. 82 West
P.O. Box 269
Tifton, Georgia 31793
(229) 386-0552

cc: John C. Spinrad, Esq.
Arnall Golden Gregory LLP
1201 West Peachtree Street, Suite 2800
Atlanta, Georgia 30309-3450
(404) 873-8666

F. This Agreement and the legal relations of the parties shall be governed by the laws of the State of Georgia applicable to agreements negotiated, executed, delivered, and fully

1 performed in such State.
2

3 G. All provisions of this Agreement are severable and invalidity or unenforceability of
4 any provision shall not affect or impair the validity or enforceability of the remaining provisions
5 of this Agreement.
6

7

8

[SIGNATURES BEGIN ON FOLLOWING PAGE]

A handwritten signature in black ink, appearing to be "BBN", located in the bottom right corner of the page.

IN WITNESS WHEREOF, this Agreement has been executed on the date written above.

As to Stafford RT, LLC
Signed, sealed and delivered
in the presence of:

SRT:

STAFFORD RT, LLC, a Georgia
limited liability company

Witness

By: Stafford Development Company,
a Georgia corporation, it's
managing member

Notary Public
State Of Georgia
County Of Tift

By: _____
DeNean Stafford, President

My Commission Expires: _____

[CORPORATE SEAL]

[NOTARIAL SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BBN

1 As to Ruby Tuesday, Inc.
2 Signed, sealed and delivered
3 in the presence of:
4
5 _____
6 Witness
7
8
9 _____
10 Notary Public
11 State Of _____
12 County Of _____
13
14 My Commission Expires: _____
15
16
17 [NOTARIAL SEAL]
18
19
20
21
22
23
24

INDEMNITEE:

RUBY TUESDAY, INC

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



1 As to Stafford Development Company
2 Signed, sealed and delivered
3 in the presence of:
4 COMPANY,
5 _____
6
7 Witness
8
9 _____
10 Notary Public
11 State Of Georgia
12 County Of Tift
13
14 My Commission Expires:
15 _____
16
17 [NOTARIAL SEAL]
18
19
20

STAFFORD:

STAFFORD DEVELOPMENT

a Georgia corporation

By: _____
DeNean Stafford, President

[CORPORATE SEAL]



EXHIBIT "G"
THE ROAD



INTERSTATE HIGHWAY 75
FRONTAGE ROAD

INTERSTATE HIGHWAY 75

WILTON INN,

STAFFORD

LONGHORN'S

MCCORMICK DRIVE

CITY OF TETON EXPT

HOLIDAY TRACTS, LLC

1000

PRINCE CHEVROLET

z ←

[Handwritten signature]

1
2
3EXHIBIT "H" TO GROUND LEASELEGAL DESCRIPTION OF LESSOR'S LARGER TRACTDESCRIPTION OF LAND

ALL THAT TRACT OR PARCEL OF LAND lying and being located in the City of Tifton in Land Lots 307 and 308 of the 6th Land District of Tift County, Georgia, and being more particularly described as follows:

COMMENCE AT THE INTERSECTION of the South right of way line of U.S. Highway 82 (a 100-foot right of way) with the East right of way line of McCormick Drive (an 80 foot right of way); thence leaving the East right of way line of McCormick Drive running North 62 degrees 25 minutes 03 seconds East along the South right of way line of U.S. Highway 82 a distance of 530.19 feet to a point and the TRUE POINT OF BEGINNING; thence continuing along the South right of way line of U.S. Highway 82 running North 62 degrees 25 minutes 03 seconds East a distance of 292.65 feet to a point; thence leaving the South right of way line of U.S. Highway 82 running South 01 degrees 54 minutes 06 seconds East a distance of 111.86 feet to a point; thence running North 82 degrees 35 minutes 55 seconds East a distance of 300.00 feet to a point; thence running South 01 degrees 54 minutes 05 seconds East a distance of 218.86 feet to a point; thence running South 82 degrees 35 minutes 55 seconds West a distance of 19.00 feet to a point; thence running South 10 degrees 38 minutes 05 seconds East a distance of 40.00 feet to a point; thence running South 79 degrees 12 minutes 38 seconds West a distance of 289.25 feet to a point; thence running south 62 degrees 23 minutes 35 seconds West a distance of 129.00 feet to a point; thence running North 26 degrees 46 minutes 10 seconds West a distance of 137.91 feet to a point; thence running North 26 degrees 53 minutes 42 seconds West a distance of 210.00 feet to a point on the South right of way line of U.S. Highway 82 and the TRUE POINT OF BEGINNING.

Said tract or parcel of land contains 3.509 acres as shown on that certain plat of survey prepared for Stafford Foods, Inc. Bank of America, N.A. and Lawyers Title Insurance Corporation, prepared by Hampton & Associates Surveying Co., and bearing the signature and seal of Derrell Hampton, GRLS No. 2161, dated January 27, 2000, last revised.

LESS AND EXCEPT

000694 Bk:00792 Pg:0202

REC'D TIFT CO. CLERK'S OFFICE
Date: 02/09/2000
AWEN C. PATE, CLERK

1
2
3EXHIBIT "H" TO GROUND LEASELEGAL DESCRIPTION OF LESSOR'S LARGER TRACT

ALL THAT TRACT or parcel of land being

5.786 acres in Land Lot 308 in the 6th Land District of Tift County, Georgia, and a portion in the City of Tifton, more fully described as follows:

COMMENCE at the intersection of the west Land Lot line of Land Lot 308 and the South right-of-way line of U.S. Highway 82; thence run North 62 degrees 25 minutes 03 seconds East 216.00 feet to the POINT OF BEGINNING; thence North 62 degrees 25 minutes 03 seconds East 186.00 feet to a point; thence South 27 degrees 34 minutes 57 seconds East 10.00 feet to a point; thence North 78 degrees 32 minutes 36 seconds East 255.53 feet to a point on the west right of way line of Interstate 75; thence South 10 degrees 04 minutes 24 seconds East 351.76 feet along the west right of way line of Interstate 75 to a point; thence South 36 degrees 23 minutes 35 seconds East 241.04 feet to a point on the west right of way line of Interstate 75; thence South 74 degrees 15 minutes 06 seconds West 58.97 feet to a point; thence South 15 degrees 44 minutes 54 seconds East 20.00 feet to a point; thence North 74 degrees 15 minutes 06 seconds East 66.51 feet to a point on the west right of way line of Interstate 75; thence South 36 degrees 23 minutes 35 seconds East 16.29 feet to a point; thence South 22 degrees 07 minutes 35 seconds East 18.99 feet to a point on the west right of way line of Interstate 75; thence South 81 degrees 35 minutes 22 seconds WEST 534.48 feet to a point; thence North 10 degrees 38 minutes 05 seconds West 146.59 feet to a point; thence North 82 degrees 35 minutes 55 seconds East 19.00 feet to a point; thence North 01 degree 54 minutes 05 seconds West 218.86 feet to a point; thence North 32 degrees 22 minutes 05 seconds West 205.02 feet to the POINT OF BEGINNING.

011756 Bk:00893 Pg:0248/

 REC'D TIFT CO. CLERK'S OFFICE
 Date: 10/03/2001
 GWEN C. PATE, CLERK

EXHIBIT "H" TO GROUND LEASE

LEGAL DESCRIPTION OF LESSOR'S LARGER TRACT

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 308 of the 6th District, City of Tifton, Tift County, Georgia, being more particularly described as follows:

Commencing at a point at the intersection of the northeastern right-of-way of McCormick Drive (an 80-foot right-of-way) and the southeastern right-of-way of U.S. Highway 82 (a 100-foot right-of-way); from said point of commencement, thence traveling along the southeastern right-of-way of U.S. Highway 82 the following courses and distances: North 62 degrees 25 minutes 3 seconds East, 745.37 feet; North 62 degrees 25 minutes 3 seconds East, 71.07 feet; South 27 degrees 34 minutes 57 seconds East, 10 feet; North 62 degrees 25 minutes 3 seconds East, 10 feet; North 27 degrees 34 minutes 57 seconds West, 10 feet; North 62 degrees 25 minutes 3 seconds East, 169.20 feet; North 62 degrees 25 minutes 3 seconds East, 43.19 feet; North 62 degrees 25 minutes 6 seconds East, 186 feet; South 27 degrees 35 minutes 25 seconds East, 10 feet; and North 78 degrees 32 minutes 32 seconds East, 255.53 to a point at the intersection of the southeastern right-of-way of U.S. Highway 82 and the western right-of-way of Interstate Highway 75; thence traveling along the western right-of-way of Interstate Highway 75 the following courses and distances: South 10 degrees 4 minutes 20 seconds East, 351.76 feet and South 36 degrees 23 minutes 38 seconds East, 241.04 feet to the TRUE POINT OF BEGINNING.

From said TRUE POINT OF BEGINNING, continuing along said western right-of-way Interstate Highway 75 South 36 degrees 23 minutes 53 seconds East, 21.37 feet; thence leaving said right-of-way and traveling South 74 degrees 15 minutes 8 seconds West, 66.51 feet to a point; thence traveling North 15 degrees 45 minutes 9 seconds West, 20 feet to a point; thence traveling North 74 degrees 15 minutes 27 seconds East, 58.97 feet to a point located on the western right-of-way of Interstate Highway 75 being the TRUE POINT OF BEGINNING.

Said property being depicted as Tract 3 containing 0.029 acres as more particularly depicted on that certain Survey for Stafford RT, prepared by Hampton & Associates Surveying Co., bearing the seal of Derrell Hampton, G.R.L.S. No. 2161, dated December 17, 2003, said survey being incorporated herein and made a part hereof by reference.

EXHIBIT "H" TO GROUND LEASELEGAL DESCRIPTION OF LESSOR'S LARGER TRACTLESS AND EXCEPTLEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 307 AND 308 OF THE 6TH DISTRICT, TIFT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERN RIGHT-OF-WAY OF MCCORMICK DRIVE (80-FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82 (100-FOOT RIGHT-OF-WAY); FROM SAID POINT OF COMMENCEMENT THENCE TRAVELING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 745.37 FEET TO A POINT LOCATED ON SAID SOUTHEASTERN RIGHT-OF-WAY BEING THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 71.07 FEET;
2. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 10 FEET;
3. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 10 FEET;
4. NORTH 27 DEGREES 34 MINUTES 57 SECONDS WEST, 10 FEET; AND
5. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 169.20 FEET;

THENCE LEAVING SAID SOUTHEASTERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 48.42 FEET;
2. SOUTH 80 DEGREES 6 MINUTES 26 SECONDS EAST, 16.32 FEET;
3. SOUTH 9 DEGREES 53 MINUTES 34 SECONDS WEST, 52.33 FEET;
4. SOUTH 3 DEGREES 9 MINUTES 15 SECONDS EAST, 74.96 FEET;
5. NORTH 80 DEGREES 17 MINUTES 40 SECONDS EAST, 24.04 FEET; AND
6. SOUTH 9 DEGREES 42 MINUTES 20 SECONDS EAST, 283.19 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF BOO'S DRIVE (60-FOOT RIGHT-OF-WAY);

THENCE TRAVELING ALONG SAID NORTHERN RIGHT-OF-WAY SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 73.12 FEET TO A POINT LOCATED ON SAID NORTHERN RIGHT-OF-WAY; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 6 DEGREES 49 MINUTES 32 SECONDS WEST, 98.15 FEET;
2. NORTH 28 DEGREES 10 MINUTES 55 SECONDS WEST, 200.98 FEET;
3. SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 134.93 FEET;
4. NORTH 27 DEGREES 35 MINUTES 25 SECONDS WEST, 34.94 FEET;
5. NORTH 62 DEGREES 24 MINUTES 35 SECONDS EAST, 26.71 FEET; AND
6. NORTH 28 DEGREES 9 MINUTES 7 SECONDS WEST, 45.56 FEET TO A POINT LOCATED ON THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82, BEING THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 1.332 ACRES AND BEING DEPICTED AS TRACT 1 ON THAT CERTAIN SURVEY FOR STAFFORD RT, PREPARED BY HAMPTON & ASSOCIATES SURVEYING COMPANY, BEARING THE SEAL OF DARREL HAMPTON, G.R.L.S. NO. 2161, DATED SEPTEMBER 26, 2003, SAID SURVEY BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

EXHIBIT "I" TO GROUND LEASE**MEMORANDUM OF GROUND LEASE**

THIS INSTRUMENT PREPARED BY:

WILLIAM J. LIEBERBAUM
 2255 CUMBERLAND PARKWAY
 BUILDING 1300
 ATLANTA, GEORGIA 30339

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE is made as of the ____ day of _____, 2003 by and between RUBY TUESDAY, INC., a Georgia corporation, whose mailing address is 150 West Church Avenue, Maryville, Tennessee 37801, Attention: Legal Department (hereinafter called "Lessee" or "Ruby Tuesday"), and STAFFORD RT, LLC, a Georgia limited liability company, who mailing address is 1805 U.S. Highway 82 West, P.O. Box 269, Tifton, Georgia 31793, and "Lessor".

In consideration of the sum of TEN DOLLARS and other valuable consideration, including that recited in that certain Ground Lease executed by the parties hereto on the ____ day of _____, 2003 ("Lease"), Lessor hereby demises and lets to Lessee and Lessee leases from Lessor that certain property situated in the City of Tifton, County of Tift, State of Georgia, said Leased Premises being described on Exhibit "A" hereto (hereinafter referred to as the "Leased Premises"), which said Exhibit "A" is by this reference incorporated herein and made a part hereof.

Reference is made to the site plan attached as Exhibit "B" hereto and incorporated herein by reference ("Site Plan"). Lessor does hereby grant and convey to Ruby Tuesday, for the term of the Lease and any extensions and renewals thereof, and for the period of time during which Ruby Tuesday is not in material breach of this Lease (after the expiration of all applicable notice and cure periods), for the benefit of the Leased Premises, a perpetual, non-exclusive, uninterrupted right, privilege and easement, which right, privilege and easement shall be appurtenant to and pass with the title to the Leased Premises, for the purposes of (a) pedestrian and vehicular ingress and egress and parking of vehicles over, under, across and through drive lanes, drive aisles, the fifteen (15) specific parking spaces depicted as "Ruby Tuesday Off-Site Parking Spaces" on the Site Plan ("Ruby Tuesday Off-site Parking Spaces"), walkways and other common areas as they exist now and from time to time on the Lessor's Larger Tract, as defined in Section 17A hereinbelow; (b) erecting, maintaining and placing a sign on the portion of Lessor's Larger Tract identified as "Ruby Tuesday Sign Area" on Exhibit "B-1" attached hereto and incorporated herein by reference ("Ruby Tuesday Sign Area") together with the right to go on Lessor's Larger Tract to install, construct, operate and maintain perpetually a sign with the necessary electric lights, electric lines, poles, footings and attachments in the Ruby Tuesday Sign Area, pursuant to the Sign Lease ("Sign Lease") attached as Exhibit "C", attached hereto and incorporated herein by reference, to be executed by the landlord therein simultaneously with this Lease; (c) the right and an easement to construct, maintain and use for pedestrian and vehicular ingress and egress the curb cut adjacent to the portion of Lessor's Larger Tract depicted as "Wendy's Tract" ("Wendy's Tract") on the Site Plan; (d) the right and an easement to construct, maintain, relocate, enlarge, use and tap into any and all utility lines (including storm drainage facilities) necessary to serve the improvements to be located on the Leased Premises, to the extent that same are required by Ruby Tuesday; and (e) construction of the Ruby Tuesday Off-Site Parking Spaces. Reference is made to the portion of the area depicted on the Site Plan as "Ruby Tuesday Exclusive Parking Area" ("Ruby Tuesday Exclusive Parking Area").

Lessor does hereby reserve and retain only for the benefit of the Wendy's Tract, and not for the benefit of the balance of Lessor's Larger Tract a non-exclusive, perpetual easement, right and privilege, which easement, right and privilege shall be appurtenant to and run with the title to Lessor's Larger Tract, over, across and through the portion of the Leased Premises on which

drive aisles and drive lanes and parking spaces exist from time to time for the purposes of vehicular ingress and egress and parking of vehicles; provided, however, that (i) no parking easement is provided for herein on any portion of the Ruby Tuesday Exclusive Parking Area, and (ii) no easement is granted for parking of vehicles or queuing of vehicles in or around the car wash or any of the other businesses operating on Lessor's Larger Tract now or in the future, to the extent that same blocks the access ways leading to the business operating on the Leased Premises. Ruby Tuesday agrees to use the five (5) parking spaces closest to the car wash, as shown on the Site Plan, as employee parking, and place "Ruby Tuesday Employee Parking Only" signs or similar signs in said parking spaces.

Lessor does also hereby reserve and retain for the benefit of Lessor's Larger Tract a non-exclusive, perpetual easement, right and privilege, which easement, right and privilege shall be appurtenant to and run with the title to Lessor's Larger Tract over, across and through the portion of the Leased Premises on which storm drainage lines currently exist and over the balance of the Leased Premises for the purpose of allowing storm water produced on Lessor's Larger Tract to sheet drain over and drain through the infrastructure currently located on the Leased Premises.

To have and to hold the Leased Premises for an original term ending at midnight on January 31 of the year following the twentieth (20th) full calendar year after the Commencement Date, as defined in the Lease, together with the options of renewal and extension for four (4) additional and consecutive terms of five (5) years each. The parties hereto shall execute a notice setting forth the date of commencement of the original term hereof as expeditiously as practical after the Commencement Date is established.

Section 17 of the Lease provides, in pertinent part, as follows:

1. **General Covenants.** The Leased Premises are part of a larger tract of land which is described on **Exhibit "H"** hereto (hereinafter "Lessor's Larger Tract"). Lessor agrees that no fences or other obstructions prohibiting access to and from the Leased Premises and Lessor's Larger Tract shall be constructed during the original term of the Lease and any renewal term; that Ruby Tuesday, its employees, customers and invitees shall have access rights on Lessor's Larger Tract; that there are sufficient parking spaces on Lessor's Larger Tract, including the Leased Premises to meet the requirements of any laws, ordinances and regulations; that Ruby Tuesday, its employees, customers and invitees shall have a nonexclusive easement for ingress and egress in, on and over Lessor's Larger Tract to and from all streets, alleys and across ways adjacent to said Lessor's Larger Tract; and that no buildings, signs, or other improvements (including, but not limited to, landscaping) shall be constructed upon Lessor's Larger Tract which will reduce the visibility of Ruby Tuesday's signs or of the Leased Premises from any access streets. Lessor agrees to keep the Lessor's Larger Tract in good maintenance and repair and in a safe, clean and sanitary condition. The cost of maintaining and repairing Lessor's Larger Tract and keeping it in a safe, clean and sanitary condition shall be borne solely by Lessor. All repairs, alterations and maintenance of Lessor's Larger Tract shall be solely the cost of the Lessor and Ruby Tuesday shall not be liable for any portion of the cost of repairs, alterations and maintenance of Lessor's Larger Tract without Ruby Tuesday's prior written consent.
2. **Interference With Leased Premises.** Notwithstanding any rights, reservations and controls resident in the Lessor in this Lease, or any exhibits thereto, Lessor shall do nothing under this Lease which will (1) unreasonably limit the access to Ruby Tuesday's place of business, including, but not limited to, customer accesses and service court areas as shown on the Site Plan; (2) unreasonably interfere with Ruby Tuesday's business; (3) reduce the ratio of parking spaces specified in this Lease or any exhibit thereto; or (4) in any manner interfere with Ruby Tuesday's exterior facade, including, but not limited to, exterior walls, awnings, signs, entrances, and decorative work.
3. **Temporary Closing of Lessor's Larger Tract.** Any temporary closing of the common areas of the Lessor's Larger Tract by the Lessor shall not interfere with customer access to Ruby Tuesday's Leased Premises. In addition, any temporary closing of the Lessor's Larger Tract by the Lessor to prevent the acquisition of

public rights shall not extend past the minimum period of time required by the State law to prevent the acquisition of such public rights, or Ruby Tuesday shall be allowed to abate the payment of Rent required hereunder for each day in excess of the minimum period of closing required by law.

4. **Ruby Tuesday Signs.** Ruby Tuesday shall have the option to erect a pylon-type sign on the Leased Premises at a location to be selected by Ruby Tuesday. In addition, Ruby Tuesday shall have the right to place its sign in the Ruby Tuesday Sign Easement Area, pursuant to the Sign Lease, and to place its desired signage on its building on the Leased Premises.
5. **Lessor's Lighting of Lessor's Larger Tract.** Lessor agrees to keep the parking area adjacent to the Leased Premises on the Holiday Inn side of the Leased Premises lit as is appropriate for the Holiday Inn's 24 hour per day operations.
6. **Storage Trailers.** Ruby Tuesday shall be permitted to place two (2) storage trailers outside the Leased Premises on the Lessor's Larger Tract during Ruby Tuesday's construction period.

The Lease also provides for a right of first refusal, as follows:

From and after the effective date and during the term of this Lease hereof, Ruby Tuesday shall have the right of first refusal and Lessor shall not sell, transfer or otherwise dispose of all or part of Lessor's interest in the Leased Premises until and unless Lessor shall have: (a) obtained a bona fide offer therefor; (b) given notice to Ruby Tuesday, which notice shall contain (i) the name of the offeror, (ii) the address of the offeror, (iii) all of the terms and conditions of such bona fide offer, and (iv) a true and accurate copy of the actual bona fide offer ("Lessor's Notice"); and (c) offered to sell, transfer or otherwise dispose of such interest to Ruby Tuesday at the same price and, except as hereinafter provided, upon the same terms and conditions contained in said bona fide offer.

The specific terms of said right of first refusal are more particularly set forth in the Lease.

The terms, covenants and conditions hereof and of the Lease shall inure to and be binding upon the Lessor and Lessee and their respective successors and assigns.

All of the terms and provisions of the Lease are by reference incorporated herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Memorandum of Ground Lease and the terms of the Lease, the Lease shall govern and control for all purposes. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

Exhibits "A", "A-1", "B", "B-1", "C" and "H" to the Lease are duplicated and attached hereto and incorporated herein by reference.

The effective date of this Memorandum of Ground Lease shall be considered to be the date of the last execution hereof as reflected by the dates appearing below the signatures of the parties.

Nothing contained herein shall relieve either party of the obligations or deprive either party of the benefits contained in the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Ground Lease to be executed on the date appearing together with their signatures below.

LESSOR:

Signed, sealed and delivered
in the presence of:

STAFFORD RT, LLC
a Georgia limited liability company



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Unofficial Witness

Notary Public

My Commission Expires: _____

By: Stafford Development Company
a Georgia corporation
Its: Managing Member

By: _____
DENEAN STAFFORD
President and CEO



Signed, sealed and delivered
in the presence of:
a Georgia corporation

RUBY TUESDAY, INC.

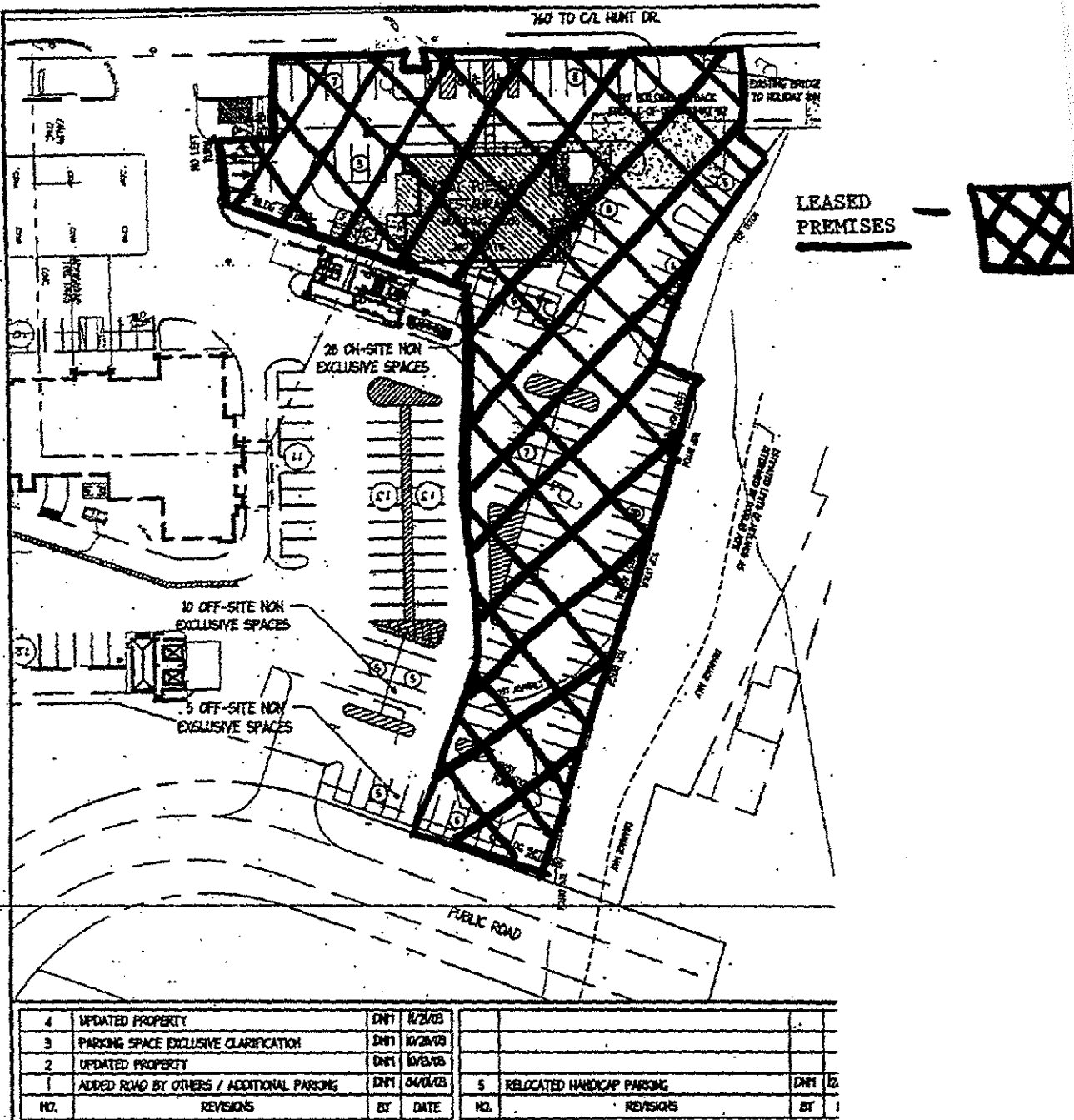
By: _____

Its: _____

My Commission Expires: _____

EXHIBIT "A" TO MEMORANDUM OF GROUND LEASE

DEPICTION OF LEASED PREMISES



BBN

EXHIBIT "A-1"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 307 AND 308 OF THE 6TH DISTRICT, TIFT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERN RIGHT-OF-WAY OF MCCORMICK DRIVE (80-FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82 (100-FOOT RIGHT-OF-WAY); FROM SAID POINT OF COMMENCEMENT THENCE TRAVELING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 745.37 FEET TO A POINT LOCATED ON SAID SOUTHEASTERN RIGHT-OF-WAY BEING THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 71.07 FEET;
2. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 10 FEET;
3. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 10 FEET;
4. NORTH 27 DEGREES 34 MINUTES 57 SECONDS WEST, 10 FEET; AND
5. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 169.20 FEET;

THENCE LEAVING SAID SOUTHEASTERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 48.42 FEET;
2. SOUTH 80 DEGREES 6 MINUTES 26 SECONDS EAST, 16.32 FEET;
3. SOUTH 9 DEGREES 53 MINUTES 34 SECONDS WEST, 52.33 FEET;
4. SOUTH 3 DEGREES 9 MINUTES 15 SECONDS EAST, 74.96 FEET;
5. NORTH 80 DEGREES 17 MINUTES 40 SECONDS EAST, 24.04 FEET; AND
6. SOUTH 9 DEGREES 42 MINUTES 20 SECONDS EAST, 283.19 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF BOO'S DRIVE (60-FOOT RIGHT-OF-WAY);

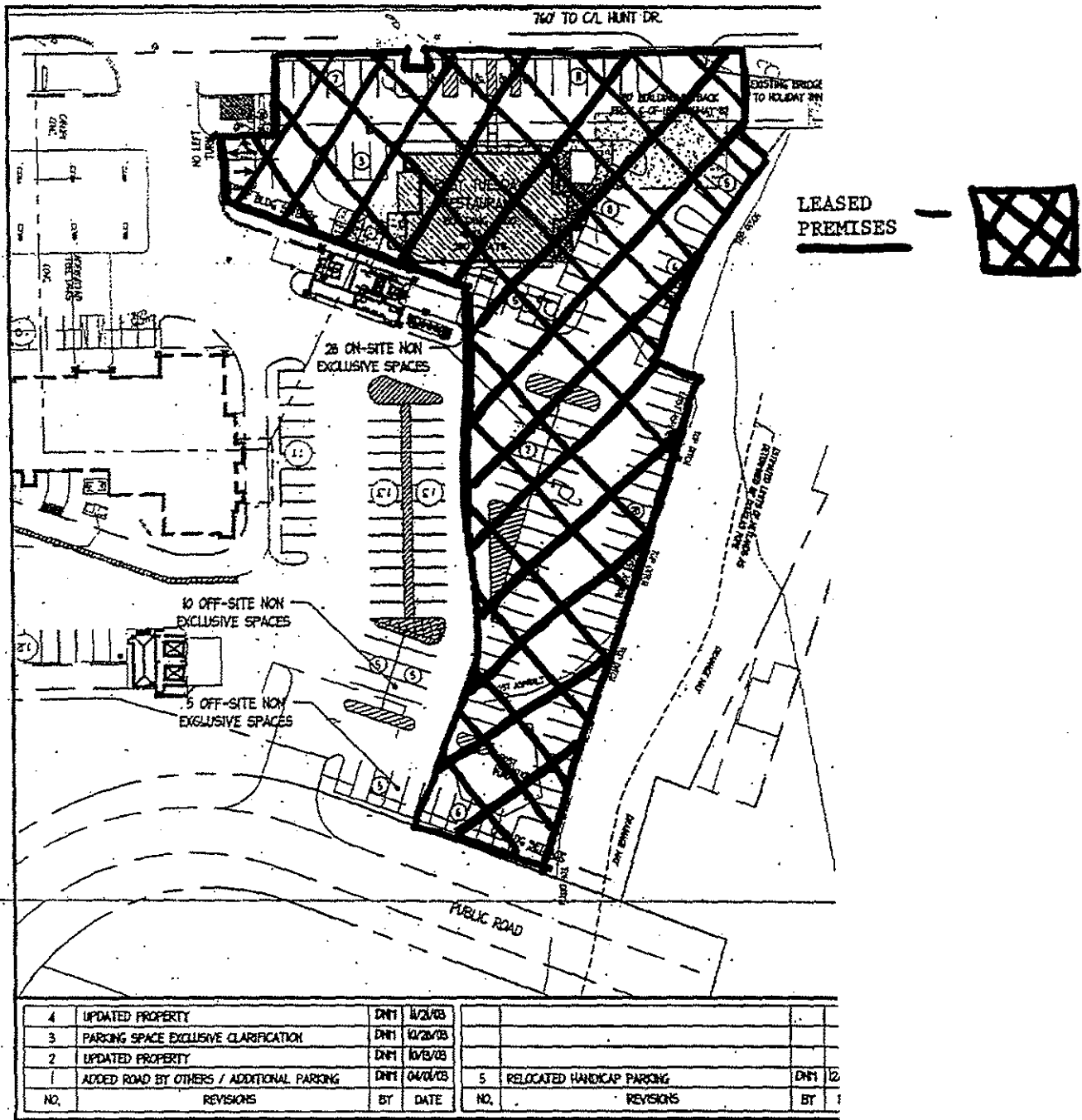
THENCE TRAVELING ALONG SAID NORTHERN RIGHT-OF-WAY SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 73.12 FEET TO A POINT LOCATED ON SAID NORTHERN RIGHT-OF-WAY; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 6 DEGREES 49 MINUTES 32 SECONDS WEST, 98.15 FEET;
2. NORTH 28 DEGREES 10 MINUTES 55 SECONDS WEST, 200.98 FEET;
3. SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 134.93 FEET;
4. NORTH 27 DEGREES 35 MINUTES 25 SECONDS WEST, 34.94 FEET;
5. NORTH 62 DEGREES 24 MINUTES 35 SECONDS EAST, 26.71 FEET; AND
6. NORTH 28 DEGREES 9 MINUTES 7 SECONDS WEST, 45.56 FEET TO A POINT LOCATED ON THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82, BEING THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 1.332 ACRES AND BEING DEPICTED AS TRACT 1 ON THAT CERTAIN SURVEY FOR STAFFORD RT, PREPARED BY HAMPTON & ASSOCIATES SURVEYING COMPANY, BEARING THE SEAL OF DARREL HAMPTON, G.R.L.S. NO. 2161, DATED SEPTEMBER 26, 2003, SAID SURVEY BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

EXHIBIT 'B'

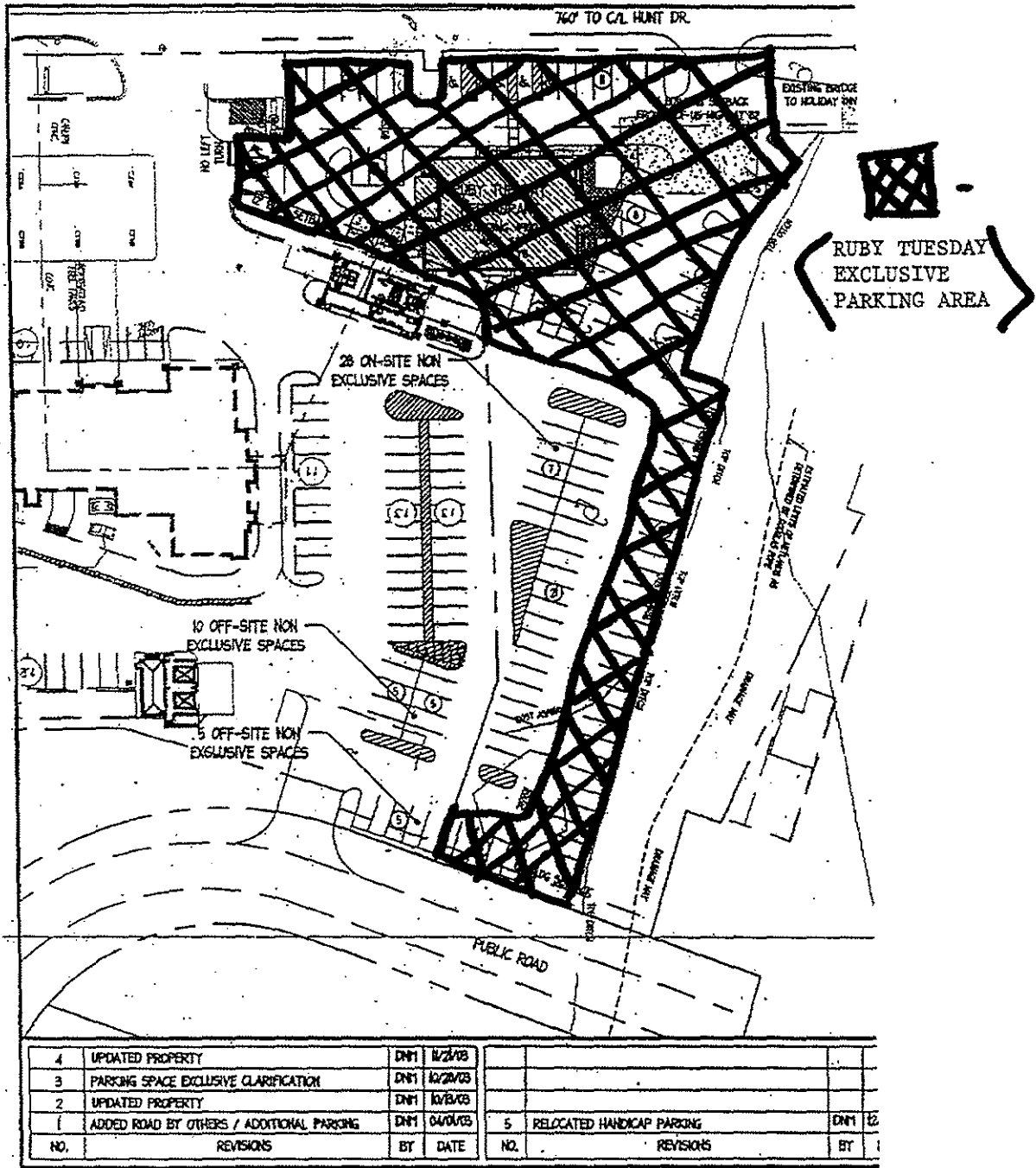
SITE PLAN



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EXHIBIT "B"

SITE PLAN

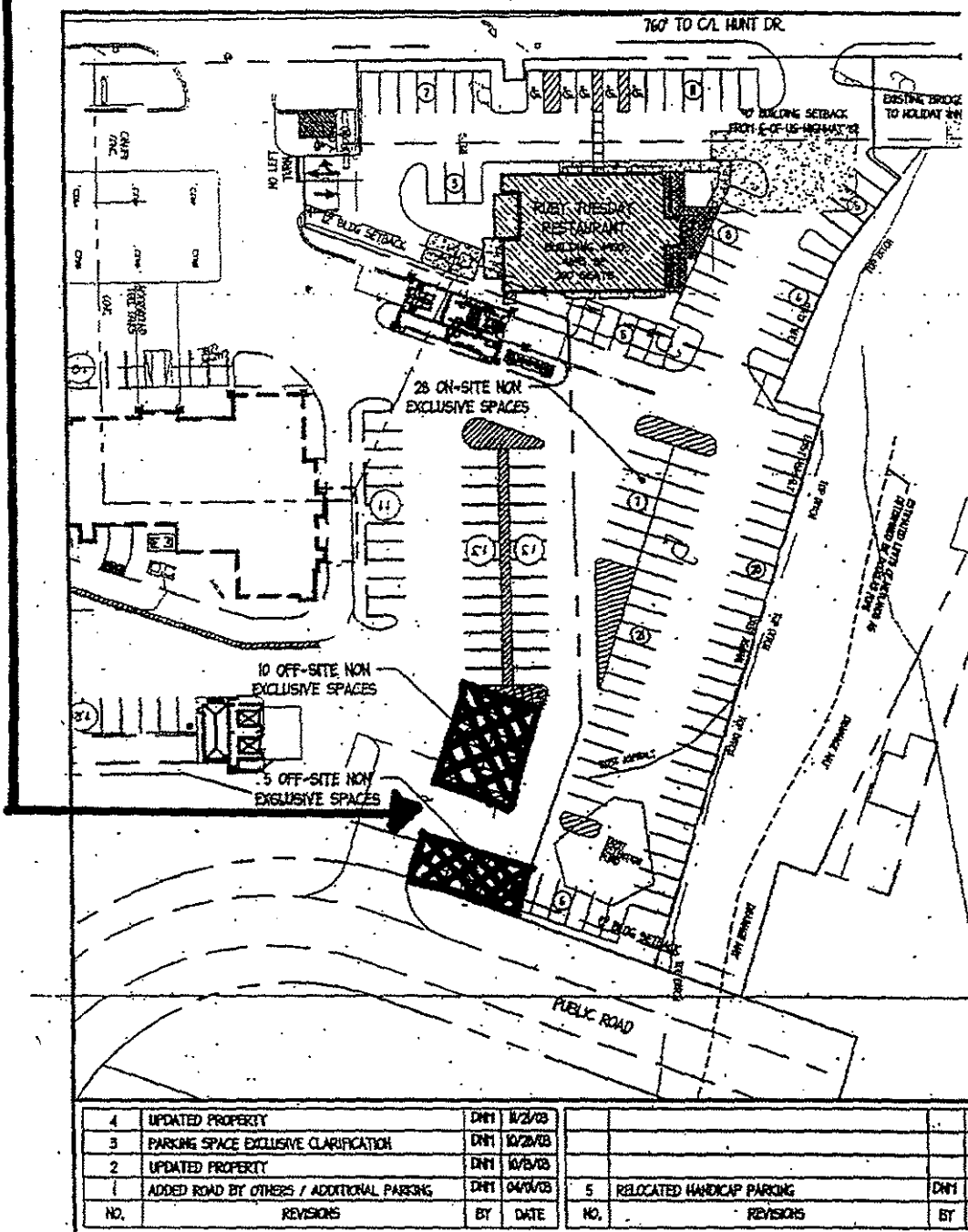


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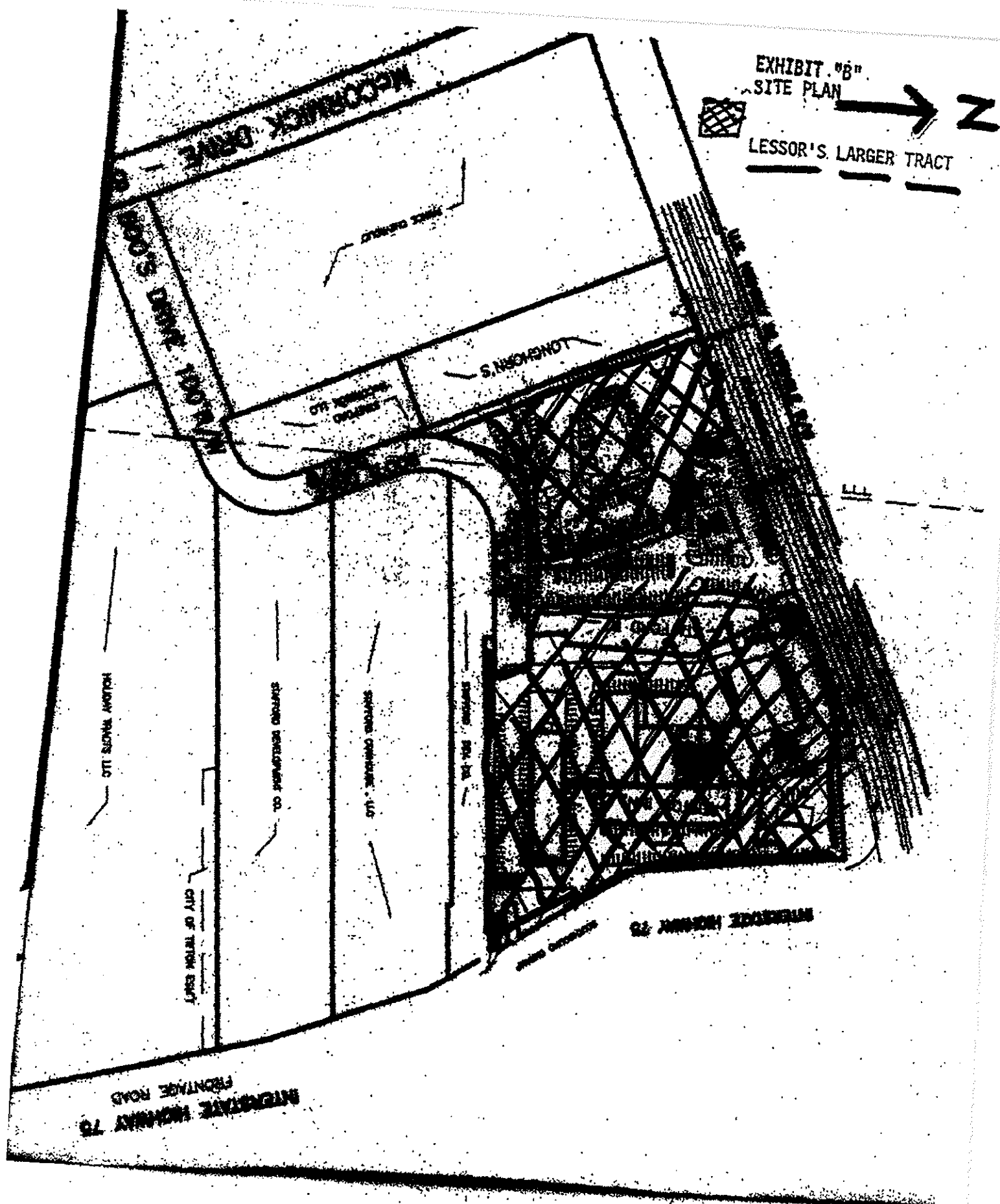
RUBY TUESDAY OFF-SITE
PARKING SPACES

EXHIBIT "B"

SITE PLAN



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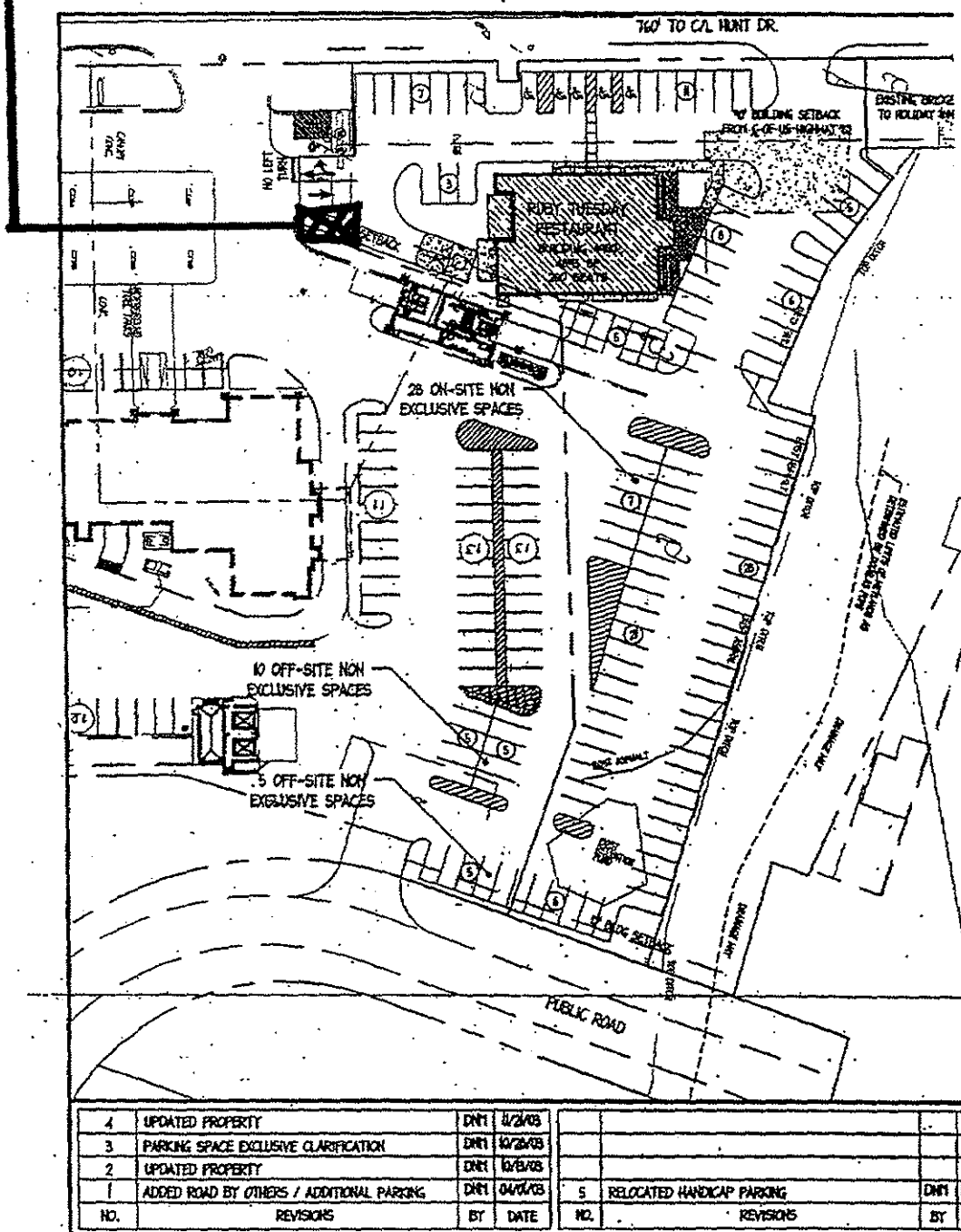




CURRENT LOCATION OF
WATER & AIR STATION
& FLAGPOLE

EXHIBIT "B"

SITE PLAN



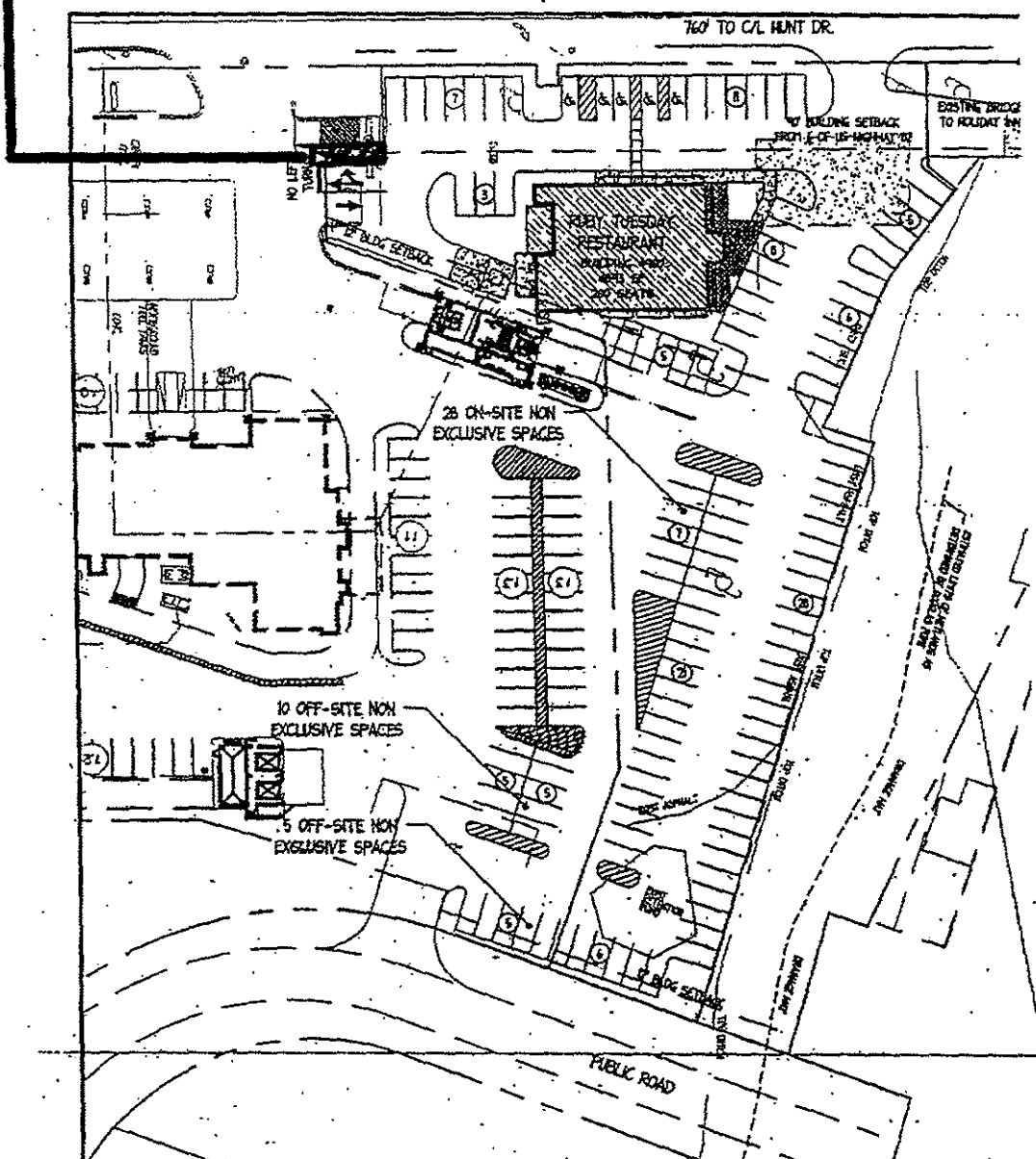
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LOCATION OF RELOCATED
WATER & AIR STATION
& FLAGPOLE



EXHIBIT "B"

SITE PLAN



4	UPDATED PROPERTY	DNT	8/24/03				
3	PARKING SPACE EXCLUSIVE CLARIFICATION	DNT	10/26/03				
2	UPDATED PROPERTY	DNT	10/26/03				
1	ADDED ROAD BY OTHERS / ADDITIONAL PARKING	DNT	04/01/03	5	RELOCATED HANDICAP PARKING	DNT	12
NO.	REVISIONS	BY	DATE	NO.	REVISIONS	BY	DATE

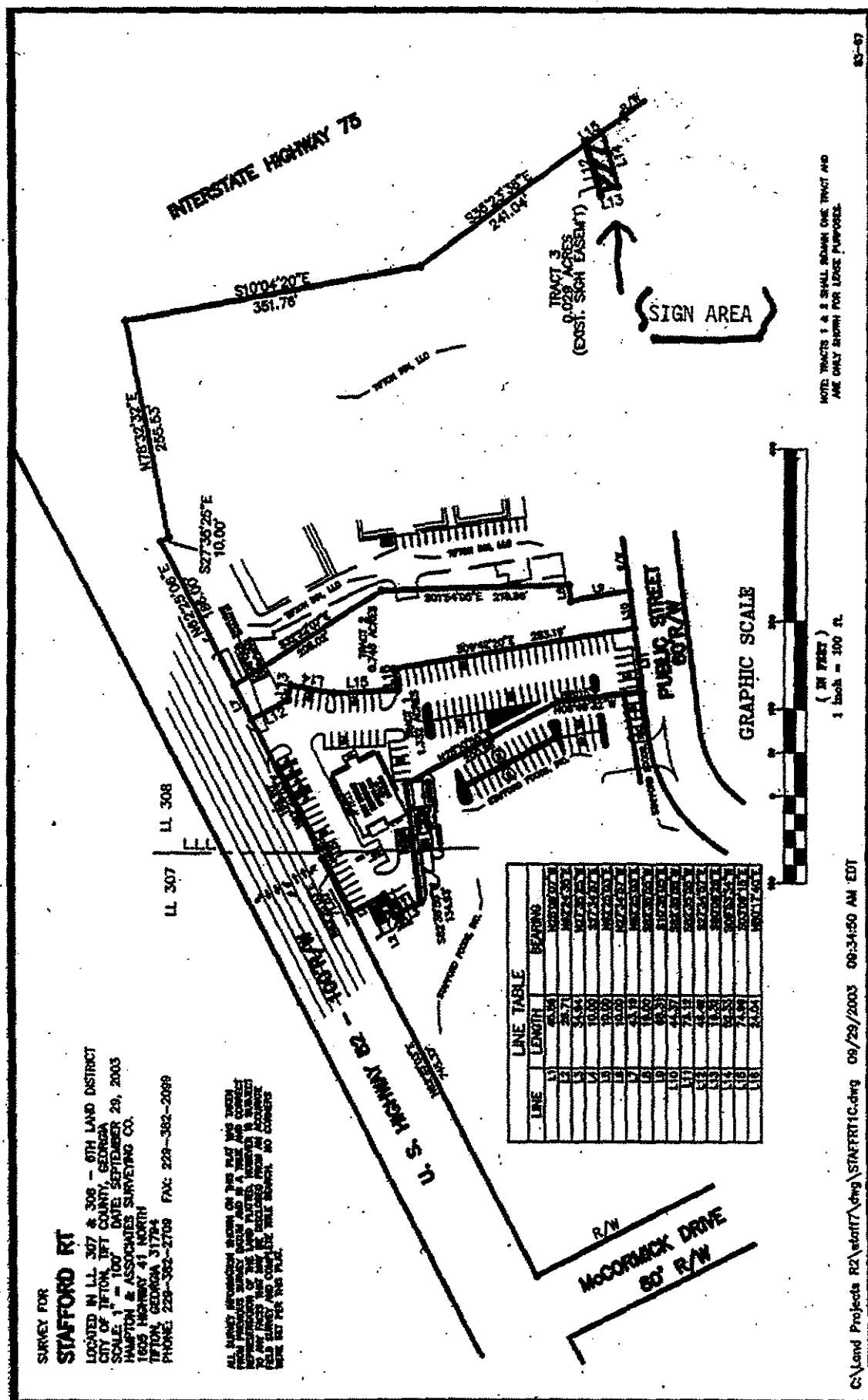
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BBW

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EXHIBIT "B-1" TO MEMORANDUM OF GROUND LEASE

DEPICTION OF RUBY TUESDAY SIGN AREA



1 EXHIBIT "B-1" TO MEMORANDUM OF GROUND LEASE

2 DEPICTION OF RUBY TUESDAY SIGN AREA

3

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 308 of the 6th District, City of Tifton, Tift County, Georgia, being more particularly described as follows:

Commencing at a point at the intersection of the northeastern right-of-way of McCormick Drive (an 80-foot right-of-way) and the southeastern right-of-way of U.S. Highway 82 (a 100-foot right-of-way); from said point of commencement, thence traveling along the southeastern right-of-way of U.S. Highway 82 the following courses and distances: North 62 degrees 25 minutes 3 seconds East, 745.37 feet; North 62 degrees 25 minutes 3 seconds East, 71.07 feet; South 27 degrees 34 minutes 57 seconds East, 10 feet; North 62 degrees 25 minutes 3 seconds East, 10 feet; North 27 degrees 34 minutes 57 seconds West, 10 feet; North 62 degrees 25 minutes 3 seconds East, 169.20 feet; North 62 degrees 25 minutes 3 seconds East, 43.19 feet; North 62 degrees 25 minutes 6 seconds East, 186 feet; South 27 degrees 35 minutes 25 seconds East, 10 feet; and North 78 degrees 32 minutes 32 seconds East, 255.53 to a point at the intersection of the southeastern right-of-way of U.S. Highway 82 and the western right-of-way of Interstate Highway 75; thence traveling along the western right-of-way of Interstate Highway 75 the following courses and distances: South 10 degrees 4 minutes 20 seconds East, 351.76 feet and South 36 degrees 23 minutes 38 seconds East, 241.04 feet to the TRUE POINT OF BEGINNING.

From said TRUE POINT OF BEGINNING, continuing along said western right-of-way Interstate Highway 75 South 36 degrees 23 minutes 53 seconds East, 21.37 feet; thence leaving said right-of-way and traveling South 74 degrees 15 minutes 8 seconds West, 66.51 feet to a point; thence traveling North 15 degrees 45 minutes 9 seconds West, 20 feet to a point; thence traveling North 74 degrees 15 minutes 27 seconds East, 58.97 feet to a point located on the western right-of-way of Interstate Highway 75 being the TRUE POINT OF BEGINNING.

Said property being depicted as Tract 3 containing 0.029 acres as more particularly depicted on that certain Survey for Stafford RT, prepared by Hampton & Associates Surveying Co., bearing the seal of Derrell Hampton, G.R.L.S. No. 2161, dated December 17, 2003, said survey being incorporated herein and made a part hereof by reference.

EXHIBIT "C" TO MEMORANDUM OF GROUND LEASE**SIGN LEASE**

This **SIGN LEASE** ("Lease") entered into by and between **STAFFORD DEVELOPMENT COMPANY**, a Georgia corporation, successor by corporate merger to **Interstate Inns, Inc.**, whose address is 1805 U.S. Highway 82 West, P.O. Box 269, Tifton, Georgia 31793 ("Lessor") and **RUBY TUESDAY, INC.**, a Georgia corporation, whose address is 150 West Church Avenue, Maryville, Tennessee 37801 ("Lessee"), this ____ day of _____, 2003.

WITNESSETH

WHEREAS, Lessor is the owner of that certain parcel of land described on the attached Exhibit "A", which parcel shall be referred to herein as the Leased Premises; and

WHEREAS, Lessee desires to lease the Leased Premises from Lessor for the purposes of placing, operating, and maintaining a sign ("Sign") advertising its restaurant on an adjacent parcel ("Restaurant").

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises, together with the right to access, operate and maintain the Sign, pursuant to the terms and conditions set forth herein, at Lessee's sole cost and expense.

Lessor does hereby grant and convey to Ruby Tuesday, for the term of the Lease and any extensions and renewals thereof, for the benefit of the Leased Premises, a perpetual, non-exclusive, uninterrupted right, privilege and easement, which right, privilege and easement shall be appurtenant to and pass with the title to the Leased Premises, for the purposes of (a) pedestrian and vehicular ingress and egress and (b) the right and an easement to construct, maintain, relocate, enlarge, use and tap into any and all utility lines necessary to serve the Sign, over and across the portion of Lessor's adjacent land depicted as "Access and Utility Easement Area" on Exhibit "B".

The term of the Lease shall be identical to the term of that certain Ground Lease from Stafford RT, LLC to Lessee, dated _____, for the lease of the Restaurant ("Prime Lease"). If the Prime Lease shall terminate for any reason, then this Sign Lease shall also terminate as of the same date. Any extension, renewal, or exercise of any option period of, or with regard to, the Prime Lease shall also work to extend this Sign Lease for any identical period.

If the Sign is not permitted or is ordered removed by any applicable governmental agency's rule, regulation or ordinance ("Government") and Lessee is required to remove it ("Removal"), then (a) if the Removal is required by the Government during the first year of this Lease, Lessor shall remove the Sign (including the pole and pylons, but not the base) at Lessor's expense; and (b) if the Removal is required by the Government after the first year of this Lease, then Lessee shall remove the Sign at Lessee's expense (including the pole and pylons, but not the base).

Annual rental throughout the term and any extension thereof shall be \$1.00 per year, payable annually in advance to Lessor at Tifton, Georgia or such other address designated in writing by Lessor.

As between Lessor and Lessee, all structures, equipment and materials placed on the Leased Premises shall remain the property of the Lessor, except the sign itself which bears the name of Lessee, its successors or assigns, which shall remain the property of Lessee, its successors or assigns. Lessee is granted the right to remove its property, if any, from the Leased Premises within ninety (90) days after the expiration of this Lease or any renewal or extension thereof. Lessee may not enlarge the sign, change the height or width of or remove

the structures currently installed on the leased Premises to support the sign or otherwise alter the Leased Premises (excepting the installation of the sign itself at the top of the currently installed pole and alteration to the face of the sign only if and to the extent required for Lessee to obtain its sign permits) without the written consent of Lessor, in Lessor's sole and unfettered discretion.

In the event of a condemnation or casualty affecting the Leased Premises during the term hereof, Lessee shall have the right, but not the obligation, to terminate this Lease, at which point all rights and obligations hereunder, including the obligation to pay rent, shall immediately cease and terminate.

Following the execution of this Lease, Lessee shall have the right to terminate the Lease at any time prior to the commencement of the next renewal term by providing written notice of such intentions.

Lessor represents and warrants that Lessor is the owner of the fee simple interest in the Leased Premises, and has the authority to enter into this Lease; provided, however, that Lessor makes no representation with regard to whether the Lessee's sign will be permitted by the Government.

Lessee shall be responsible at its sole cost and expense to provide any required utility services to the Leased Premises and shall maintain the Leased Premises in an attractive and first class condition.

Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

The parties agree to cooperate in negotiating, executing, and recording in the public deed records of Tift County, Georgia a memorandum of this Sign Lease.

All notices and approvals required or permitted hereunder shall be served by either certified mail, return receipt requested, or by hand delivery, or by a nationally recognized overnight delivery service, such as Fed Ex, to a party at the last known address of its principal place of business or

If to Lessor: Stafford Development Company
1805 U.S. Highway 82 West
P.O. Box 269
Tifton, Georgia 31793
Attn: President

With copy to: Stafford Properties, Inc.
80 West Wieuca Street
Suite 302
Atlanta, Georgia 30342
Attn: Mike Puckett

If to Lessee: Ruby Tuesday, Inc.
150 West Church Avenue
Maryville, Tennessee 37801
Attn Legal: Legal Real Estate

This Lease may not be assigned by Lessee to any other party except as part of a permitted assignment of the Prime Lease.

This Lease shall be construed under the laws of the State of Georgia .



IN WITNESS WHEREOF, the undersigned hereby sets its hand and seal, on the ____ day of _____, 2003.

LESSOR:

WITNESSES:

STAFFORD DEVELOPMENT COMPANY
a Georgia corporation, successor by corporate
merger to Interstate Inns, Inc.

By: _____
DENEAN STAFFORD
President and CEO

ATTEST:

By: _____
Its: _____

Date: _____

RUBY TUESDAY:

WITNESSES:

RUBY TUESDAY, INC.
a Georgia corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

Date: _____

List of Exhibits:

Exhibit "A" - Depiction of Leased Premises

Exhibit "B" - Depiction of Access and Utility Easement Area



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EXHIBIT "A" TO SIGN LEASE

Depiction of Leased Premises

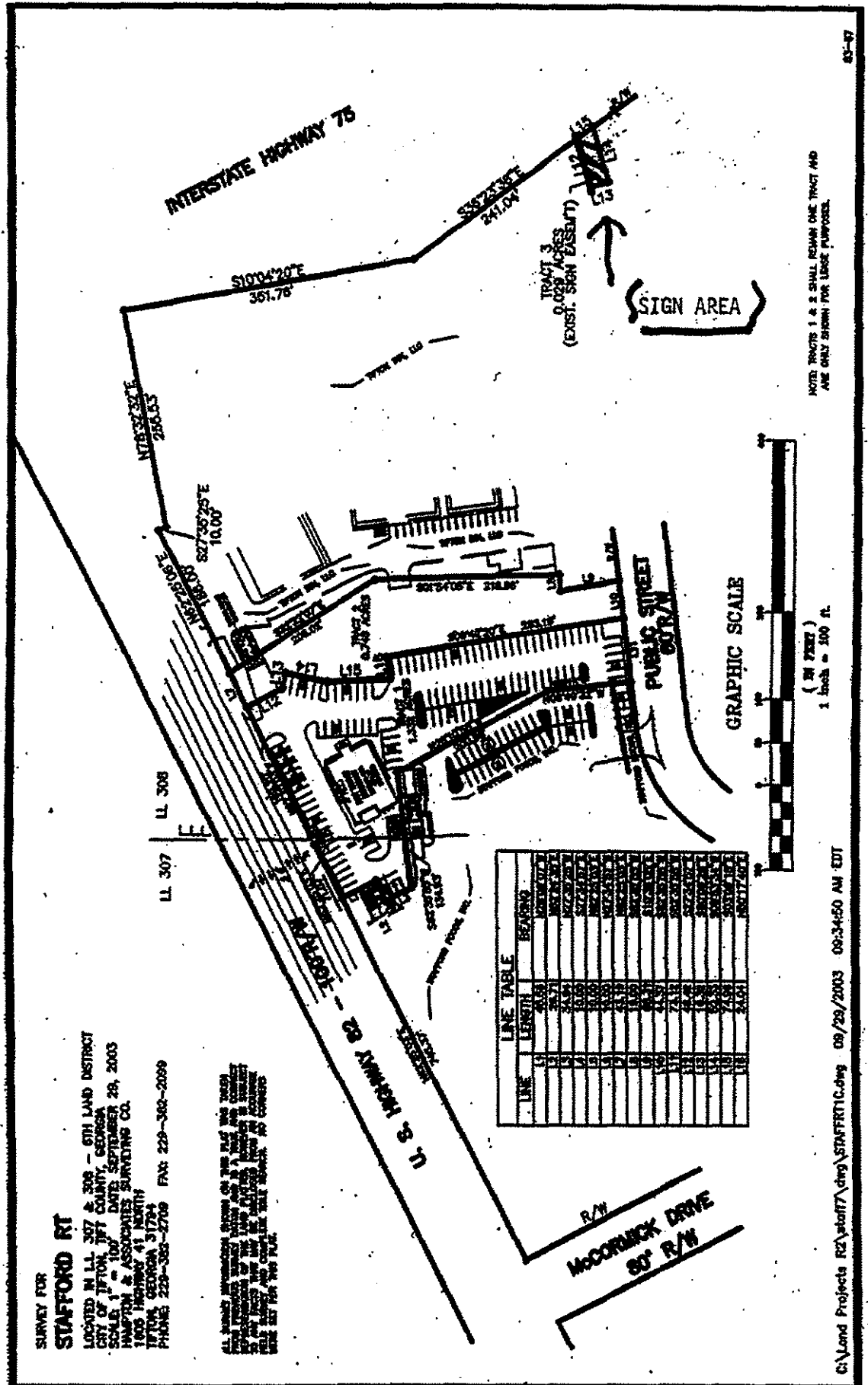


EXHIBIT "A" TO SIGN LEASE

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 308 of the 6th District, City of Tifton, Tift County, Georgia, being more particularly described as follows:

Commencing at a point at the intersection of the northeastern right-of-way of McCormick Drive (an 80-foot right-of-way) and the southeastern right-of-way of U.S. Highway 82 (a 100-foot right-of-way); from said point of commencement, thence traveling along the southeastern right-of-way of U.S. Highway 82 the following courses and distances: North 62 degrees 25 minutes 3 seconds East, 745.37 feet; North 62 degrees 25 minutes 3 seconds East, 71.07 feet; South 27 degrees 34 minutes 57 seconds East, 10 feet; North 62 degrees 25 minutes 3 seconds East, 10 feet; North 27 degrees 34 minutes 57 seconds West, 10 feet; North 62 degrees 25 minutes 3 seconds East, 169.20 feet; North 62 degrees 25 minutes 3 seconds East, 43.19 feet; North 62 degrees 25 minutes 6 seconds East, 186 feet; South 27 degrees 35 minutes 25 seconds East, 10 feet; and North 78 degrees 32 minutes 32 seconds East, 255.53 to a point at the intersection of the southeastern right-of-way of U.S. Highway 82 and the western right-of-way of Interstate Highway 75; thence traveling along the western right-of-way of Interstate Highway 75 the following courses and distances: South 10 degrees 4 minutes 20 seconds East, 351.76 feet and South 36 degrees 23 minutes 38 seconds East, 241.04 feet to the TRUE POINT OF BEGINNING.

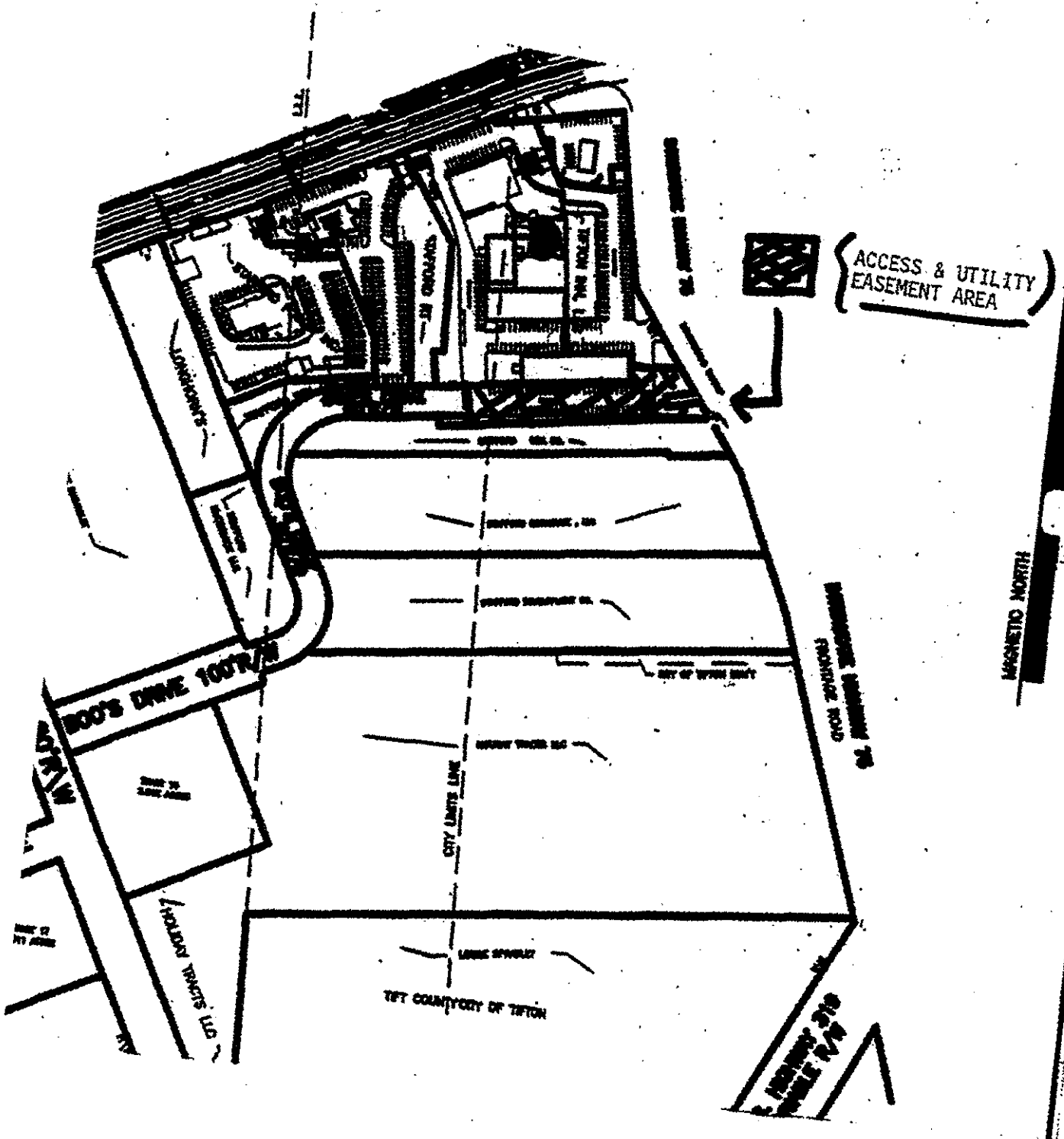
From said TRUE POINT OF BEGINNING, continuing along said western right-of-way Interstate Highway 75 South 36 degrees 23 minutes 53 seconds East, 21.37 feet; thence leaving said right-of-way and traveling South 74 degrees 15 minutes 8 seconds West, 66.51 feet to a point; thence traveling North 15 degrees 45 minutes 9 seconds West, 20 feet to a point; thence traveling North 74 degrees 15 minutes 27 seconds East, 58.97 feet to a point located on the western right-of-way of Interstate Highway 75 being the TRUE POINT OF BEGINNING.

Said property being depicted as Tract 3 containing 0.029 acres as more particularly depicted on that certain Survey for Stafford RT, prepared by Hampton & Associates Surveying Co., bearing the seal of Derrell Hampton, G.R.L.S. No. 2161, dated December 17, 2003, said survey being incorporated herein and made a part hereof by reference.



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EXHIBIT "B" TO SIGN LEASE
Depiction of Access and Utility Easement Area



Handwritten signature

JOINDER TO SIGN LEASE

SOUTHTRUST BANK, an Alabama corporation ("Lender"), being the current holder of a mortgage ("Mortgage") on the Access and Utility Easement Area (as such term is defined by the foregoing Sign Lease ("Lease")), said Mortgage being evidenced for record by that certain Deed to Secure Debt ("Deed") filed in Deed Book 893, Page 222, in the Office of the Clerk of the Superior Court of Tift County, Georgia, hereby consents to the Access and Utility Easement rights conveyed in the foregoing Lease. Lender agrees that should Lender foreclose on the Mortgage and/or otherwise come into possession of Access and Utility Easement Area by foreclosure or deed in lieu of foreclosure or otherwise, then Lender shall be bound by and comply with the easement rights contained in the foregoing Lease.

SOUTHTRUST BANK
an Alabama corporation

By: _____
Print Name: _____
Its: _____

[CORPORATE SEAL]

ATTEST: _____
Print Name: _____
Its: _____

Signed, sealed and delivered
in the presence of:

UNOFFICIAL WITNESS

NOTARY PUBLIC

My Commission Expires: _____

(Affix Notarial Seal)

[Handwritten Signature]

EXHIBIT "H" TO MEMORANDUM OF GROUND LEASE

LEGAL DESCRIPTION OF LESSOR'S LARGER TRACT

DESCRIPTION OF LAND

ALL THAT TRACT OR PARCEL OF LAND lying and being located in the City of Tifton in Land Lots 307 and 308 of the 6th Land District of Tift County, Georgia, and being more particularly described as follows:

COMMENCE AT THE INTERSECTION of the South right of way line of U.S. Highway 82 (a 100 foot right of way) with the East right of way line of McCormick Drive (an 80 foot right of way); thence leaving the East right of way line of McCormick Drive running North 62 degrees 25 minutes 03 seconds East along the South right of way line of U.S. Highway 82 a distance of 530.19 feet to a point and the TRUE POINT OF BEGINNING; thence continuing along the South right of way line of U.S. Highway 82 running North 62 degrees 25 minutes 03 seconds East a distance of 292.65 feet to a point; thence leaving the South right of way line of U.S. Highway 82 running South 01 degrees 54 minutes 06 seconds East a distance of 111.86 feet to a point; thence running North 82 degrees 35 minutes 55 seconds East a distance of 300.00 feet to a point; thence running South 01 degrees 54 minutes 05 seconds East a distance of 218.86 feet to a point; thence running South 82 degrees 35 minutes 55 seconds West a distance of 19.00 feet to a point; thence running South 10 degrees 38 minutes 05 seconds East a distance of 40.00 feet to a point; thence running South 79 degrees 12 minutes 38 seconds West a distance of 289.25 feet to a point; thence running south 62 degrees 23 minutes 35 seconds West a distance of 129.00 feet to a point; thence running North 26 degrees 46 minutes 10 seconds West a distance of 137.91 feet to a point; thence running North 26 degrees 53 minutes 42 seconds West a distance of 210.00 feet to a point on the South right of way line of U.S. Highway 82 and the TRUE POINT OF BEGINNING.

Said tract or parcel of land contains 3.509 acres as shown on that certain plat of survey prepared for Stafford Foods, Inc, Bank of America, N.A. and Lawyers Title Insurance Corporation, prepared by Hampton & Associates Surveying Co., and bearing the signature and seal of Derrell Hampton, GRLS No. 2161, dated January 27, 2000, last revised.

LESS AND EXCEPT

000694 Bl:00792 Ph:0202

REC'D TIFT CO. CLERK'S OFFICE
Date: 02/09/2000
GWEN C. PATE, CLERK

1 EXHIBIT "H" TO MEMORANDUM OF GROUND LEASE

2 LEGAL DESCRIPTION OF LESSOR'S LARGER TRACT

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ALL THAT TRACT or parcel of land being

5.786 acres in Land Lot 308 in the 6th Land District of Tift County, Georgia, and a portion in the City of Tifton, more fully described as follows:

COMMENCE at the intersection of the west Land Lot line of Land Lot 308 and the South right-of-way line of U.S. Highway 82; thence run North 62 degrees 25 minutes 03 seconds East 216.00 feet to the POINT OF BEGINNING; thence North 62 degrees 25 minutes 03 seconds East 186.00 feet to a point; thence South 27 degrees 34 minutes 57 seconds East 10.00 feet to a point; thence North 78 degrees 32 minutes 36 seconds East 255.53 feet to a point and the west right of way line of Interstate 75; thence South 10 degrees 04 minutes 24 seconds East 351.76 feet along the west right of way line of Interstate 75 to a point; thence South 36 degrees 23 minutes 35 seconds East 241.04 feet to a point on the west right of way line of Interstate 75; thence South 74 degrees 15 minutes 06 seconds West 58.97 feet to a point; thence South 15 degrees 44 minutes 54 seconds East 20.00 feet to a point; thence North 74 degrees 15 minutes 06 seconds East 66.51 feet to a point on the west right of way line of Interstate 75; thence South 36 degrees 23 minutes 35 seconds East 16.29 feet to a point; thence South 22 degrees 07 minutes 35 seconds East 18.99 feet to a point on the west right of way line of Interstate 75; thence South 81 degrees 35 minutes 22 seconds WEST 534.48 feet to a point; thence North 10 degrees 38 minutes 05 seconds West 146.59 feet to a point; thence North 82 degrees 35 minutes 55 seconds East 19.00 feet to a point; thence North 01 degree 54 minutes 05 seconds West 218.86 feet to a point; thence North 32 degrees 22 minutes 05 seconds West 205.02 feet to the POINT OF BEGINNING.

011756 Bk:00893 Pg:0248

REC'D TIFT CO. CLERK'S OFFICE
Date: 10/03/2001
GWEN C. PATE, CLERK

1 **EXHIBIT "H" TO MEMORANDUM OF GROUND LEASE**

2 **LEGAL DESCRIPTION OF LESSOR'S LARGER TRACT**

3

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LESS AND EXCEPT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 307 AND 308 OF THE 6TH DISTRICT, TIFT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERN RIGHT-OF-WAY OF MCCORMICK DRIVE (80-FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82 (100-FOOT RIGHT-OF-WAY); FROM SAID POINT OF COMMENCEMENT THENCE TRAVELING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 745.37 FEET TO A POINT LOCATED ON SAID SOUTHEASTERN RIGHT-OF-WAY BEING THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 71.07 FEET;
2. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 10 FEET;
3. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 10 FEET;
4. NORTH 27 DEGREES 34 MINUTES 57 SECONDS WEST, 10 FEET; AND
5. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 169.20 FEET;

THENCE LEAVING SAID SOUTHEASTERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 48.42 FEET;
2. SOUTH 80 DEGREES 6 MINUTES 26 SECONDS EAST, 16.32 FEET;
3. SOUTH 9 DEGREES 53 MINUTES 34 SECONDS WEST, 52.33 FEET;
4. SOUTH 3 DEGREES 9 MINUTES 15 SECONDS EAST, 74.96 FEET;
5. NORTH 80 DEGREES 17 MINUTES 40 SECONDS EAST, 24.04 FEET; AND
6. SOUTH 9 DEGREES 42 MINUTES 20 SECONDS EAST, 283.19 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF BOO'S DRIVE (60-FOOT RIGHT-OF-WAY);

THENCE TRAVELING ALONG SAID NORTHERN RIGHT-OF-WAY SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 73.12 FEET TO A POINT LOCATED ON SAID NORTHERN RIGHT-OF-WAY; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 6 DEGREES 49 MINUTES 32 SECONDS WEST, 98.15 FEET;
2. NORTH 28 DEGREES 10 MINUTES 55 SECONDS WEST, 200.98 FEET;
3. SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 134.93 FEET;
4. NORTH 27 DEGREES 35 MINUTES 25 SECONDS WEST, 34.94 FEET;
5. NORTH 62 DEGREES 24 MINUTES 35 SECONDS EAST, 26.71 FEET; AND
6. NORTH 28 DEGREES 9 MINUTES 7 SECONDS WEST, 45.56 FEET TO A POINT LOCATED ON THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82, BEING THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 1.332 ACRES AND BEING DEPICTED AS TRACT 1 ON THAT CERTAIN SURVEY FOR STAFFORD RT, PREPARED BY HAMPTON & ASSOCIATES SURVEYING COMPANY, BEARING THE SEAL OF DARREL HAMPTON, G.R.L.S. NO. 2161, DATED SEPTEMBER 26, 2003, SAID SURVEY BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

JOINDER TO MEMORANDUM OF GROUND LEASE

TIFTON INNS, LLC ("Adjacent Land Owner"), being the current owner of the portion of Lessor's Larger Tract more particularly described on **Schedule 1** to this Joinder, hereby consents to the foregoing Ground Lease ("Lease"), to the extent that said Ground Lease affects or encumbers the property described in **Schedule 1** hereto. Adjacent Land Owner agrees that Adjacent Land Owner's fee simple interest in and to said Lessor's Larger Tract shall be subject and subordinate to the rights of the lessee under the Lease.

IN WITNESS WHEREOF, the undersigned hereby sets its hand and seal on the _____ day of _____, 2003.

TIFTON INNS, LLC
a Georgia limited liability company

By: Stafford Development Company
a Georgia corporation
Its: Managing Member

By: _____
DENEAN STAFFORD
President and CEO



1

SCHEDULE 1 TO TIFTON INNS, LLC JOINDER



JOINDER TO MEMORANDUM OF GROUND LEASE

SOUTHTRUST BANK, an Alabama corporation ("Lender"), being the current holder of a mortgage ("Mortgage") on portion of the Lessor's Larger Tract (as such term is defined by the foregoing Memorandum of Ground Lease) described on Schedule 1 hereto, said Mortgage being evidenced for record by that certain Deed to Secure Debt and Security Agreement ("Deed") filed in Deed Book 893, Page 222, in the Office of the Clerk of the Superior Court of Tift County, Georgia, hereby consents to the foregoing Memorandum of Ground Lease. Lender agrees that should Lender foreclose on the Mortgage and/or otherwise come into possession of the portion of Lessor's Larger Tract described on Schedule 1 by foreclosure or deed in lieu of foreclosure or otherwise, then Lender shall be bound by and comply with all of the terms, conditions, easements and obligations created and contained in the foregoing Memorandum of Ground Lease.

SOUTHTRUST BANK
an Alabama corporation

By: _____
Print Name: _____
Its: _____

[CORPORATE SEAL]

ATTEST: _____
Print Name: _____
Its: _____

Signed, sealed and delivered
in the presence of:

UNOFFICIAL WITNESS

NOTARY PUBLIC

My Commission Expires: _____

(Affix Notarial Seal)



1

SCHEDULE 1 TO SOUTHTRUST BANK JOINDER

A handwritten signature in black ink, appearing to be "BB" followed by a tilde-like flourish.

JOINDER TO MEMORANDUM OF GROUND LEASE

STAFFORD FOODS, INC. ("Owner"), being the current owner of the portion of Lessor's Larger Tract more particularly described on **Schedule 1** to this Joinder, hereby consents to the foregoing Memorandum of Ground Lease ("Memorandum"), to the extent that said Memorandum affects or encumbers the property described on **Schedule 1** hereto. Owner agrees that Owner's fee simple estate in and to the property described on **Schedule 1** shall be subject and subordinate to the rights of the lessee under the Memorandum in and to Lessor's Larger Tract.

IN WITNESS WHEREOF, the undersigned hereby sets its hand and seal on the _____ day of _____, 2003.

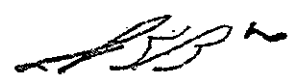
STAFFORD FOODS, INC.

By: _____
Its: _____



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SCHEDULE 1 TO STAFFORD FOODS, INC. JOINDER

A handwritten signature in black ink, appearing to be "BB" followed by a flourish.

JOINDER TO MEMORANDUM OF GROUND LEASE

BANK OF AMERICA, N.A., a national banking association ("Lender"), being the current holder of a mortgage ("Mortgage") on that portion of the Lessor's Larger Tract (as such term is defined by the foregoing Memorandum of Ground Lease) described on Schedule 1 hereto, said Mortgage being evidenced for record by that certain Deed to Secure Debt, Assignment and Security Agreement ("Deed") filed in Deed Book 792, Page 182, in the Office of the Clerk of the Superior Court of Tift County, Georgia, hereby consents to the foregoing Memorandum of Ground Lease. Lender agrees that should Lender foreclose on the Mortgage and/or otherwise come into possession of the portion of Lessor's Larger Tract described on Schedule 1 by foreclosure or deed in lieu of foreclosure or otherwise, then Lender shall be bound by and comply with all of the terms, conditions, easements and obligations created and contained in the foregoing Memorandum of Ground Lease.

BANK OF AMERICA, N.A.
a national banking association

By: [Signature]
Print Name: Michael H. Hauge
Its: S.V.O.

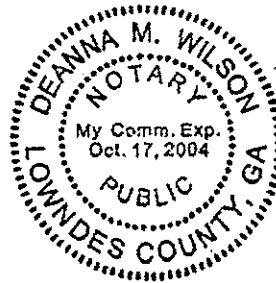
[CORPORATE SEAL]

ATTEST: [Signature]
Print Name: KRISTIN GANAS
Its: BANKING OFFICER

Signed, sealed and delivered
in the presence of:

[Signature]
UNOFFICIAL WITNESS
[Signature]
NOTARY PUBLIC

My Commission Expires: Oct 17 2004
(Affix Notarial Seal)



[Signature]

SCHEDULE 1 TO BANK OF AMERICA, N.A. JOINDEREXHIBIT "A"DESCRIPTION OF LAND

ALL THAT TRACT OR PARCEL OF LAND lying and being located in the City of
 Three in Land Lots 307 and 308 of the 6th Land District of 7th County, Georgia, and
 being more particularly described as follows:

COMMENCE AT THE INTERSECTION of the South right of way line of U.S.
 Highway 82 (a 100 foot right of way) with the East right of way line of MacCormick
 Drive (an 80 foot right of way); thence leaving the East right of way line of MacCormick
 Drive running North 62 degrees 25 minutes 03 seconds East along the South right of way
 line of U.S. Highway 82 a distance of 350.19 feet to a point and the TRUE POINT OF
 BEGINNING; thence continuing along the South right of way line of U.S. Highway 82
 running North 62 degrees 25 minutes 03 seconds East a distance of 292.65 feet to a point;
 thence leaving the South right of way line of U.S. Highway 82 running South 01 degrees
 54 minutes 06 seconds East a distance of 111.86 feet to a point; thence running North 82
 degrees 35 minutes 55 seconds East a distance of 300.00 feet to a point; thence running
 South 01 degrees 54 minutes 05 seconds East a distance of 218.46 feet to a point; thence
 running South 82 degrees 35 minutes 55 seconds West a distance of 19.00 feet to a point;
 thence running South 10 degrees 38 minutes 05 seconds East a distance of 40.00 feet to a
 point; thence running South 79 degrees 12 minutes 38 seconds West a distance of 219.25
 feet to a point; thence running South 62 degrees 23 minutes 35 seconds West a distance of
 129.00 feet to a point; thence running North 26 degrees 46 minutes 10 seconds West a
 distance of 137.91 feet to a point; thence running North 26 degrees 53 minutes 42
 seconds West a distance of 210.00 feet to a point on the South right of way line of U.S.
 Highway 82 and the TRUE POINT OF BEGINNING.

Said tract or parcel of land contains 3.509 acres as shown on that certain plat of survey
 prepared for Standard Foods, Inc., Bank of America, N.A. and Lawyers Title Insurance
 Corporation, prepared by Harpoot & Associates Surveying Co., and bearing the
 signature and seal of Donnell Harpoot, GRS No. 2161, dated January 27, 2000, last
 certified _____.

LESS AND EXCEPT

000694 BK:00798 PR:0808
 REC'D TIFT CO. CLERK'S OFFICE
 DATE: 02/09/2009
 RICH C. PATE, CLERK

Handwritten signature/initials

LESS AND EXCEPT**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 307 AND 308 OF THE 6TH DISTRICT, TIFT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERN RIGHT-OF-WAY OF MCCORMICK DRIVE (80-FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82 (100-FOOT RIGHT-OF-WAY); FROM SAID POINT OF COMMENCEMENT THENCE TRAVELING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 745.37 FEET TO A POINT LOCATED ON SAID SOUTHEASTERN RIGHT-OF-WAY BEING THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 71.07 FEET;
2. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 10 FEET;
3. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 10 FEET;
4. NORTH 27 DEGREES 34 MINUTES 57 SECONDS WEST, 10 FEET; AND
5. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 169.20 FEET;

THENCE LEAVING SAID SOUTHEASTERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 48.42 FEET;
2. SOUTH 80 DEGREES 6 MINUTES 26 SECONDS EAST, 16.32 FEET;
3. SOUTH 9 DEGREES 53 MINUTES 34 SECONDS WEST, 52.33 FEET;
4. SOUTH 3 DEGREES 9 MINUTES 15 SECONDS EAST, 74.96 FEET;
5. NORTH 80 DEGREES 17 MINUTES 40 SECONDS EAST, 24.04 FEET; AND
6. SOUTH 9 DEGREES 42 MINUTES 20 SECONDS EAST, 283.19 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF BOO'S DRIVE (60-FOOT RIGHT-OF-WAY);

THENCE TRAVELING ALONG SAID NORTHERN RIGHT-OF-WAY SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 73.12 FEET TO A POINT LOCATED ON SAID NORTHERN RIGHT-OF-WAY; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 6 DEGREES 49 MINUTES 32 SECONDS WEST, 98.15 FEET;
2. NORTH 28 DEGREES 10 MINUTES 55 SECONDS WEST, 200.98 FEET;
3. SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 134.93 FEET;
4. NORTH 27 DEGREES 35 MINUTES 25 SECONDS WEST, 34.94 FEET;
5. NORTH 62 DEGREES 24 MINUTES 35 SECONDS EAST, 26.71 FEET; AND
6. NORTH 28 DEGREES 9 MINUTES 7 SECONDS WEST, 45.56 FEET TO A POINT LOCATED ON THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82, BEING THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 1.332 ACRES AND BEING DEPICTED AS TRACT 1 ON THAT CERTAIN SURVEY FOR STAFFORD RT, PREPARED BY HAMPTON & ASSOCIATES SURVEYING COMPANY, BEARING THE SEAL OF DARREL HAMPTON, G.R.L.S. NO. 2161, DATED SEPTEMBER 26, 2003, SAID SURVEY BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

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EXHIBIT "J" TO GROUND LEASE
DOCUMENTS SUPERIOR TO THE LEASE

A handwritten signature in black ink, appearing to be "BB" followed by a flourish.

EXHIBIT "K" TO GROUND LEASE
TERMINATION OF EASEMENT

THIS INSTRUMENT PREPARED BY:

WILLIAM J. LIEBERBAUM
2255 CUMBERLAND PARKWAY
BUILDING 1300
ATLANTA, GEORGIA 30339

TERMINATION OF EASEMENT

This TERMINATION OF EASEMENT ("Agreement") entered into by and among STAFFORD RT, LLC, a Georgia limited liability company, whose address is 1805 U.S. Highway 82 West, P.O. Box 269, Tifton, Georgia 31793 ("Stafford"), TIFTON INN, LLC, a Georgia limited liability company, whose address is 1805 U.S. Highway 82 West, P.O. Box 269, Tifton, Georgia 31793 ("Tifton"), STAFFORD DEVELOPMENT COMPANY ("SDC"), a Georgia corporation, successor by corporate merger to Interstate Inns, Inc., whose address is 1805 U.S. Highway 82 West, P.O. Box 269, Tifton, Georgia 31793, and RUBY TUESDAY, INC., a Georgia corporation, whose address is 150 West Church Avenue, Maryville, Tennessee 37801 ("Ruby Tuesday").

WHEREAS, Interstate Inns, Inc., Standard Oil Company and W.M. Forshee and Mrs. Esther Forshee entered into that certain Easements Agreement ("Original Easement Agreement") dated March 25, 1967, recorded at Deed Book 103, page 593 in the Office of the Clerk of the Superior Court of Tift County, Georgia; and

WHEREAS, Interstate Inns, Inc. and Standard Oil Company entered into that certain Sign Easement ("Original Sign Easement") dated March 25, 1967, recorded at Deed Book 103, page 229 in the aforesaid records; and

WHEREAS, SDC, Stafford and Tifton are the current owners of all of the land benefited and burdened by the Original Easement Agreement and the Original Sign Easement; and

WHEREAS, Ruby Tuesday is the current ground lessee, under that certain Ground Lease ("Ruby Tuesday Lease") from Stafford to Ruby Tuesday, dated _____, 2003 and evidenced for record by that certain Memorandum of Ground Lease by and between the same parties dated _____, 2003, filed _____, 2003 and recorded at Deed Book _____, page _____ in the aforesaid records; and

WHEREAS, Ruby Tuesday is also the lessee under that certain Sign Lease ("Ruby Tuesday Sign Lease") by and between SDC and Ruby Tuesday, dated _____, 2003, recorded at Deed Book _____, page _____ in the aforesaid records; and

WHEREAS, the demised premises under the Ruby Tuesday Lease and the demised premises under the Ruby Tuesday Sign Lease are a portion of the property which is subject to the Original Easement Agreement and the Original Sign Easement; and

WHEREAS, the parties wish to terminate the Original Easement Agreement and the Original Sign Easement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all the parties, the parties hereby acknowledge and agree that the Original Easement Agreement and the Original Sign Easement are hereby terminated and of no further force and effect.

This Agreement shall be construed under the laws of the State of Georgia.

SIGNATURES ON PAGES 3 AND 4

A handwritten signature in black ink, appearing to be "BBN", located at the bottom right of the page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date appearing together with their signatures below.

Signed, sealed and delivered
in the presence of:

RUBY TUESDAY, INC.
a Georgia corporation

Unofficial Witness

By: _____

Its: _____

Notary Public

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

**STAFFORD DEVELOPMENT
COMPANY**
a Georgia corporation, successor
by corporate merger to Interstate
Inns, Inc.

Unofficial Witness

Notary Public

By: _____
DENEAN STAFFORD
President and CEO

My Commission expires: _____

(Affix Notarial Seal here)



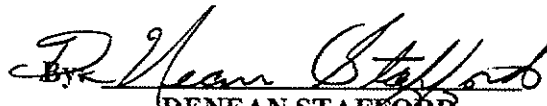
JOINDER TO GROUND LEASE

TIFTON INNS, LLC ("Adjacent Land Owner"), being the current owner of the portion of Lessor's Larger Tract more particularly described on **Schedule 1** to this Joinder, hereby consents to the foregoing Ground Lease ("Lease"), to the extent that said Ground Lease affects or encumbers the property described in **Schedule 1** hereto. Adjacent Land Owner agrees that Adjacent Land Owner's fee simple interest in and to said Lessor's Larger Tract shall be subject and subordinate to the rights of the lessee under the Lease.



IN WITNESS WHEREOF, the undersigned hereby sets its hand and seal on the ____ day of _____, 2003.

TIFTON INNS, LLC
a Georgia limited liability company

By: Stafford Development Company
a Georgia corporation
Its: Managing Member


DENEAN STAFFORD
President and CEO

Signed, sealed and delivered
in the presence of:


UNOFFICIAL WITNESS

NOTARY PUBLIC

My Commission Expires: 12/4/04

(Affix Notarial Seal)

1

SCHEDULE 1 TO TIFTON INNS, LLC JOINDER

ALL THAT TRACT or parcel of land being

5.786 acres in Land Lot 308 in the 6th Land District of Tift County, Georgia, and a portion in the City of Tifton, more fully described as follows:

COMMENCE at the intersection of the west Land Lot line of Land Lot 308 and the South right-of-way line of U.S. Highway 82; thence run North 62 degrees 25 minutes 03 seconds East 216.00 feet to the POINT OF BEGINNING; thence North 62 degrees 25 minutes 03 seconds East 186.00 feet to a point; thence South 27 degrees 34 minutes 57 seconds East 10.00 feet to a point; thence North 78 degrees 32 minutes 36 seconds East 255.53 feet to a point and the west right of way line of Interstate 75; thence South 10 degrees 04 minutes 24 seconds East 351.76 feet along the west right of way line of Interstate 75 to a point; thence South 36 degrees 23 minutes 35 seconds East 241.04 feet to a point on the west right of way line of Interstate 75; thence South 74 degrees 15 minutes 06 seconds West 58.97 feet to a point; thence South 15 degrees 44 minutes 54 seconds East 20.00 feet to a point; thence North 74 degrees 15 minutes 06 seconds East 66.51 feet to a point on the west right of way line of Interstate 75; thence South 36 degrees 23 minutes 35 seconds East 16.29 feet to a point; thence South 22 degrees 07 minutes 35 seconds East 18.99 feet to a point on the west right of way line of Interstate 75; thence South 81 degrees 35 minutes 22 seconds West 534.48 feet to a point; thence North 10 degrees 38 minutes 05 seconds West 146.59 feet to a point; thence North 82 degrees 35 minutes 55 seconds East 19.00 feet to a point; thence North 01 degree 54 minutes 05 seconds West 218.86 feet to a point; thence North 32 degrees 22 minutes 05 seconds West 205.02 feet to the POINT OF BEGINNING.

011756 Bk:00893 Pg:0248

REC'D TIFT CO. CLERK'S OFFICE
Date: 10/03/2001
GWEN C. PATE, CLERK

JOINDER TO GROUND LEASE

SOUTHTRUST BANK, an Alabama corporation ("Lender"), being the current holder of a mortgage ("Mortgage") on portion of the Lessor's Larger Tract (as such term is defined by the foregoing Ground Lease ["Lease"]) described on Schedule 1 hereto, said Mortgage being evidenced for record by that certain Deed to Secure Debt and Security Agreement ("Deed") filed in Deed Book 893, Page 222, in the Office of the Clerk of the Superior Court of Tift County, Georgia, hereby consents to the foregoing Lease. Lender agrees that should Lender foreclose on the Mortgage and/or otherwise come into possession of the portion of Lessor's Larger Tract described on Schedule 1 by foreclosure or deed in lieu of foreclosure or otherwise, then Lender shall be bound by and comply with all of the terms, conditions, easements and obligations created and contained in the foregoing Lease.

SOUTHTRUST BANK
an Alabama corporation

By: [Signature]
Print Name: JAMES C. ESPESOL
Its: Vice President

[CORPORATE SEAL]

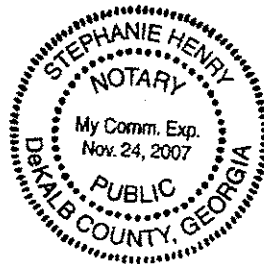
ATTEST: [Signature]
Print Name: Tabi D. Preciado
Its: Commercial Officer

Signed, sealed and delivered
in the presence of:

Eileen D. Robinson
UNOFFICIAL WITNESS
[Signature]
NOTARY PUBLIC

My Commission Expires: 11/24/07

(Affix Notarial Seal)



1

2

SCHEDULE 1 TO SOUTHTRUST BANK JOINDER

ALL THAT TRACT or parcel of land being

5.786 acres in Land Lot 308 in the 6th Land District of Tift County, Georgia, and a portion in the City of Tifton, more fully described as follows:

COMMENCE at the intersection of the west Land Lot line of Land Lot 308 and the South right-of-way line of U.S. Highway 82; thence run North 62 degrees 25 minutes 03 seconds East 216.00 feet to the POINT OF BEGINNING; thence North 62 degrees 25 minutes 03 seconds East 186.00 feet to a point; thence South 27 degrees 34 minutes 57 seconds East 10.00 feet to a point; thence North 78 degrees 32 minutes 36 seconds East 255.53 feet to a point and the west right of way line of Interstate 75; thence South 10 degrees 04 minutes 24 seconds East 351.76 feet along the west right of way line of Interstate 75 to a point; thence South 36 degrees 23 minutes 35 seconds East 241.04 feet to a point on the west right of way line of Interstate 75; thence South 74 degrees 15 minutes 06 seconds West 58.97 feet to a point; thence South 15 degrees 44 minutes 54 seconds East 20.00 feet to a point; thence North 74 degrees 15 minutes 06 seconds East 66.51 feet to a point on the west right of way line of Interstate 75; thence South 36 degrees 23 minutes 35 seconds East 16.29 feet to a point; thence South 22 degrees 07 minutes 35 seconds East 18.99 feet to a point on the west right of way line of Interstate 75; thence South 81 degrees 35 minutes 22 seconds WEST 534.48 feet to a point; thence North 10 degrees 38 minutes 05 seconds West 146.59 feet to a point; thence North 82 degrees 35 minutes 55 seconds East 19.00 feet to a point; thence North 01 degree 54 minutes 05 seconds West 218.86 feet to a point; thence North 32 degrees 22 minutes 05 seconds West 205.02 feet to the POINT OF BEGINNING.

011756 Bk:00693 Pg:0248/

REC'D TIFT CO. CLERK'S OFFICE
Date: 10/03/2001
GWEN C. PATE, CLERK

JOINDER TO GROUND LEASE

STAFFORD FOODS, INC. ("Owner"), being the current owner of the portion of Lessor's Larger Tract more particularly described on **Schedule 1** to this Joinder, hereby consents to the foregoing Ground Lease ("Ground Lease"), to the extent that said Ground Lease affects or encumbers the property described on **Schedule 1** hereto. Owner agrees that Owner's fee simple estate in and to the property described on **Schedule 1** shall be subject and subordinate to the rights of the lessee under the Ground Lease in and to Lessor's Larger Tract.

IN WITNESS WHEREOF, the undersigned hereby sets its hand and seal on the _____ day of _____, 2003.

STAFFORD FOODS, INC.

By: *D. Means Stafford*
Its: Chrm.

Signed, sealed and delivered
in the presence of:

Heather Elwood
UNOFFICIAL WITNESS
Phonda J. Hunt
NOTARY PUBLIC

My Commission Expires: 12/4/04

(Affix Notarial Seal)

1
2SCHEDULE 1 TO STAFFORD FOODS, INC. JOINDEREXHIBIT "A"DESCRIPTION OF LAND

ALL THAT TRACT OR PARCEL OF LAND lying and being located in the City of Tifton in Land Lots 307 and 308 of the 6th Land District of Tift County, Georgia, and being more particularly described as follows:

COMMENCE AT THE INTERSECTION of the South right of way line of U.S. Highway 82 (a 100 foot right of way) with the East right of way line of McCormick Drive (an 80 foot right of way); thence leaving the East right of way line of McCormick Drive running North 62 degrees 25 minutes 03 seconds East along the South right of way line of U.S. Highway 82 a distance of 530.19 feet to a point and the TRUE POINT OF BEGINNING; thence continuing along the South right of way line of U.S. Highway 82 running North 62 degrees 25 minutes 03 seconds East a distance of 292.65 feet to a point; thence leaving the South right of way line of U.S. Highway 82 running South 01 degrees 54 minutes 06 seconds East a distance of 111.86 feet to a point; thence running North 82 degrees 35 minutes 55 seconds East a distance of 300.00 feet to a point; thence running South 01 degrees 54 minutes 05 seconds East a distance of 218.86 feet to a point; thence running South 82 degrees 35 minutes 55 seconds West a distance of 19.00 feet to a point; thence running South 10 degrees 38 minutes 05 seconds East a distance of 40.00 feet to a point; thence running South 79 degrees 12 minutes 38 seconds West a distance of 289.25 feet to a point; thence running south 62 degrees 23 minutes 35 seconds West a distance of 129.00 feet to a point; thence running North 26 degrees 46 minutes 10 seconds West a distance of 137.91 feet to a point; thence running North 26 degrees 53 minutes 42 seconds West a distance of 210.00 feet to a point on the South right of way line of U.S. Highway 82 and the TRUE POINT OF BEGINNING.

Said tract or parcel of land contains 3.509 acres as shown on that certain plat of survey prepared for Stafford Foods, Inc., Bank of America, N.A. and Lawyers Title Insurance Corporation, prepared by Hampton & Associates Surveying Co., and bearing the signature and seal of Derrell Hampton, GRLS No. 2161, dated January 27, 2000, last revised _____

LESS AND EXCEPT

000694 BK:00792 Pg:0202

REC'D TIFT CO. CLERK'S OFFICE
Date: 02/09/2000
GWEN C. PATE, CLERK

M15401

1
2**SCHEDULE 1 TO STAFFORD FOODS, INC. JOINDER****LESS AND EXCEPT****LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 307 AND 308 OF THE 6TH DISTRICT, TIFT COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERN RIGHT-OF-WAY OF MCCORMICK DRIVE (80-FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82 (100-FOOT RIGHT-OF-WAY); FROM SAID POINT OF COMMENCEMENT THENCE TRAVELING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 745.37 FEET TO A POINT LOCATED ON SAID SOUTHEASTERN RIGHT-OF-WAY BEING THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTHEASTERN RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 71.07 FEET;
2. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 10 FEET;
3. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 10 FEET;
4. NORTH 27 DEGREES 34 MINUTES 57 SECONDS WEST, 10 FEET; AND
5. NORTH 62 DEGREES 25 MINUTES 3 SECONDS EAST, 169.20 FEET;

THENCE LEAVING SAID SOUTHEASTERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 27 DEGREES 34 MINUTES 57 SECONDS EAST, 48.42 FEET;
2. SOUTH 80 DEGREES 6 MINUTES 26 SECONDS EAST, 16.32 FEET;
3. SOUTH 9 DEGREES 53 MINUTES 34 SECONDS WEST, 52.33 FEET;
4. SOUTH 3 DEGREES 9 MINUTES 15 SECONDS EAST, 74.96 FEET;
5. NORTH 80 DEGREES 17 MINUTES 40 SECONDS EAST, 24.04 FEET; AND
6. SOUTH 9 DEGREES 42 MINUTES 20 SECONDS EAST, 283.19 FEET TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF BOO'S DRIVE (60-FOOT RIGHT-OF-WAY);

THENCE TRAVELING ALONG SAID NORTHERN RIGHT-OF-WAY SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 73.12 FEET TO A POINT LOCATED ON SAID NORTHERN RIGHT-OF-WAY; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY AND TRAVELING THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 6 DEGREES 49 MINUTES 32 SECONDS WEST, 98.15 FEET;
2. NORTH 28 DEGREES 10 MINUTES 55 SECONDS WEST, 200.98 FEET;
3. SOUTH 82 DEGREES 35 MINUTES 55 SECONDS WEST, 134.93 FEET;
4. NORTH 27 DEGREES 35 MINUTES 25 SECONDS WEST, 34.94 FEET;
5. NORTH 62 DEGREES 24 MINUTES 35 SECONDS EAST, 26.71 FEET; AND
6. NORTH 28 DEGREES 9 MINUTES 7 SECONDS WEST, 45.56 FEET TO A POINT LOCATED ON THE SOUTHEASTERN RIGHT-OF-WAY OF U.S. HIGHWAY 82, BEING THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 1.332 ACRES AND BEING DEPICTED AS TRACT 1 ON THAT CERTAIN SURVEY FOR STAFFORD RT, PREPARED BY HAMPTON & ASSOCIATES SURVEYING COMPANY, BEARING THE SEAL OF DARREL HAMPTON, G.R.L.S. NO. 2161, DATED SEPTEMBER 26, 2003, SAID SURVEY BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.